

THE
Court-Keeper's
COMPANION.

CONTAINING

**All common Business of COURTS-
LEET and COURTS-BARON:**
As the Charges to the Juries,
Proceedings in Court, and Entries
in the Rolls; with Precedents of
Copies of Court-Roll, Grants,
Admittances, Surrenders, Pre-
sentments, &c. of Copyhold-
Estates for Lives and in Fee.

To which are added,

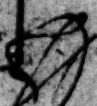
**The general Customs of Copyhold-
Estates, and some Special Cases of Law
concerning them, and the Business of
Court-keeping.**

AND ALSO

**Some necessary Precedents relating to
Land-Stewardship, &c.**

In the SAVOY:

**Printed by Eliz. Nutt, (Executrix of
J. Nutt, Assignee of Edward Sayer Esq;) for R. Golling at the Mitre and Crown,
J. Pemberton at the Buck and Sun,
in Fleet-street, and T. Ward, in the In-
ner-Temple-Lane, 1717.**



THE Court-Keeper's COMPANION.

CONTAINING

All common Business of Courts:
List and Courts-Baron:
As the Charges to the Jurors,
Proceedings in Court, and Entries
in the Rolls; with
Copies of Court-Orders,
Admiralty, &c. &c. &c.
Estate for Lives and Free.



To which are added,
The general Customs of Copyhold.
Estate, and some special Cases of Law
concerning them, and the Business of
Court-keeping.

AND ALSO
Some necessary Precedents relating to
Land-Stewardship, &c.

In the 2d VOLUME:
Printed by Wm. Smith, (Successor of
J. Smith, Assignee of J. Smith & Co.)
for R. Dutton at the Bag and Gun,
in St. Dunstons, and W. Smith, in the
New-Street, Lane 1711.

The PREFACE

During the Time of keeping Court,

being more portable and taking in all
necessary Information which might be
more readily found and turn'd to upon

PREFACE

Performances, it is that although it be
small, it is a complete and complaisant Sy-
stem of all common Business belonging

TO THE READER.

For will find herein many Proceedings
in which you are not to be met with in

U

Books that have as yet appeared
in Print, relating to the Business of
Court-Keeping. I find many of them
very defective in the most essential Parts,
and others containing a great many su-
perfluous Matters altogether unnecessary,
which has enlarg'd many of them to a
considerable Bulk, much more than is

Observing therefore the Difficulties
that the Court-Keepers have hitherto la-
bour'd under, I thought it would not be
unacceptable if that Business were re-
duc'd into its proper Bounds; well know-
ing that a Treatise of this Nature con-
tain'd in a small Pocket Volume, would

THE PREFACE.

to more immediately useful, (especially during the Time of keeping Courts) as being more portable and taking in all necessary Informations, which might be more readily found and turn'd to upon any Occasion.

All that I shall say in Behalf of this Performance, is, That although it be small, it will appear a compleat System of all common Business belonging to Courts-Lect, Courts-Baron, and Land-Stewardship in the best Method.

You will find herein many Precedents and Informations not to be met with in the Books already printed on this Subject, and every Thing improv'd. I have taken no Notice of the extraordinary Part of Court-Keeping, as Trying of Actions, which is now seldom used in Courts-Baron; and no obsolete Matter is contain'd in this Tract, nor any Thing unnecessary or superfluous inserted, by which Means this Work is effectually reduced to the Extent of a Pocket Volume, and as such, the more proper and useful for a Companion.



THE
Court-Keeper's
COMPANION.

*The Charges to the Juries in the Court-
Leet and Court-Baron, with the Man-
ner and Form of Proceedings in those
Courts.*

WHEN the Tenants and Persons
warned to appear at the Court
are assembled and met together,
and the Court-Keeper hath placed himself,
and enter'd the Title of the Court in his
Minute-Book, then the Bailiff, if it be a
Hundred Court-Leet and Court-Baron held
together, is to make three Proclamations,
and to repeat after the Steward the Words
following :

ALL Persons that owe Suit and Service
to this Court-Leet and Law-day, now
to be holden in and for this Hundred of
Essex, and to this Court-Baron of the Hon-
ourable

The Court-keeper's

nourable W. B. Esq; now to be holden in
and for this Manor of, &c. draw near and
give your Attendance.

But in Case it be a Court-Leet and Court-
Baron of a Manor only, then you need on-
ly say, (the Tithing-Man repeating after
you)

ALL manner of Persons that owe Suit
and Service to this Court-Leet and
Court-Baron of W. B. Esq; now to be
holden in and for this Manor of, &c. draw
near and give your Attendance, and answer
to your Names when call'd.

And if it be a Court-Baron held by it-
self, you are to say :

ALL Persons that owe Suit and Service
to this Court-Baron, now holden for
this Manor of, &c. belonging to, &c. give
your Attendance, and answer to your
Names.

And you immediately call over the Te-
nants, &c.

Your Court thus proclaimed, call the
Constable or Tithing-Man, and swear him
to present Offences, &c.

His Oath.

YOU shall enquire into, and true Pre-
sentment make of the several Offences

com-



committed, relating to your Office, since
the last Court;

So help you God.

If there be more than one Tithing-Man,
as there is in the Hundred-Court, (which
has Jurisdiction over many Parishes,) swear
them all in the same Manner; and receive
from them the common Fines impos'd up-
on their several Parishes.

Then take from them their Resant-Rolls
or Lists of Persons residing within their
Tithings; and call them over in the follow-
ing Manner:

Resants of the Tithing of, &c. draw
near and answer to your Names, &c.

Call them one by one, and mark them
that answer.

The Resants of each Tithing being
called over, proceed to impeach your Ju-
ries, by calling upon the Bailiff or Tith-
ing-Man for the Return of the Court-Leet
Jury; and after Proclamation made,

YOU Good Men, that are return'd on
the Jury, to enquire for our Sovereign
Lord the King, in this Court-Leet, answer
to your Names.

Call over their Names, mark them that
appear; and if any of them do not appear,
call them over three Times, and then then
making

The Court-keeper's

making Default, you may set a Fine of 6 s.
8 d. on each.

Then swear the Foreman:

YOU, as Foreman of this Jury, shall enquire of such Things as shall be given you in Charge, and true Presentment make thereof: The King's Counsel, your own, and your Fellows, you shall well and truly keep: You shall present nothing thro' Hatred or Malice, nor shall conceal any Thing out of Love, Fear or Affection; but in all Things you shall well and truly present as the same shall come to your Knowledge;

with a God to guide T So help you God.

Swear the rest of the Jury by four at a Time in the following Manner:

THE like Oath that A. B. your Foreman hath taken on his part, you and either of you shall well and truly observe and keep on your parts;

In the second Four add, (and others your Fellows have taken on their parts,) and so on till you come to the last, and then add, (the rest of your Fellows.)
When your Court-Lest Jury are sworn as above, call over (the Cryer repeating after you) the List of the Tenants, and out of the Copyholders make Choice of your Homage.

And after Proclamation made, say: You

YOU that are the Lord's Tenants, and are return'd to be of the Homage in this Court-Baron, answer to your Names,

Then call them by their Names, and let the Bailiff or Tithing-Man (who is usually the Cryer of the Court) count the number of them: And then call the Foreman of the Homage to the Book to be sworn:

YOU as Foreman of this Homage, with the rest of your Fellows, shall enquire, and true Presentment make of the several Things which shall be given you in Charge, you shall spare no Person out of Love, Fear, Affection, or Prejudice; or any out of Hatred or Malice, but shall well and truly present the several Offences which shall come to your Knowledge;

So help you God.

Swear the other Homagers by Four at a Time, as the Jury in the Court-Leet, *ut supra.*

And when that is done, make Proclamation and proceed to your Charge.

Charge in the Court-Leet.

ALL you that are sworn, and first, you that are of the Court-Leet Jury, draw near, and hear your Charge: Gentlemen, what you are by your Oaths obliged to enquire upon, I shall reduce to two Heads;

The Court-keeper's

and they are either of such Things as are here enquirable and presentable only, and not punishable; or else of such Things as are both presentable and punishable in this Court.

The first Head includes the more Capital Offences, such as are Reuy Treasons, Heretics and the Accessories therein: For these Offences, although they are presentable in this Court, yet are they not punishable, but the Presentments must be certified into some superior Court, where the Offenders are to be prosecuted and punished according to Law.

The second Head takes in Offences that are both presentable and punishable in this Court; And they are such as these: First You are to enquire of Bloodsheds; if any Person within the Jurisdiction of this Court-Less, hath wilfully, or through Malice drawn Blood from the Person of another, it is here punishable.

Next you are to enquire whether the Constable and Tithing-Man have truly presented all Things belonging to their Office, and particularly, Whether they have discharged their Duties in Arresting of Felons, pursuing of Hues and Cries according to Law, and apprehending of Rogues and Vagabonds.

And you are to take notice, That there ought to be a pair of Stocks kept in sufficient Repair in each Tithing; for the securing of idle and disorderly Persons, or the Vill shall be amerced: And you are

to enquire into all Breaches of the Peace, Riots, Routs and unlawful Assemblies.

If any Rescous hath been made, that is, where Cattle driving to be impounded for a Trespass are taken away, or any Pound-breach hath been made, and Cattle illegally taken thence without due Delivery, it is here to be enquired into.

You are also to enquire whether any Persons do keep Ale-houses without Licence, or having Licence, do permit and suffer any Disorders to be committed in their Houses: and if any such, to present the Offenders; and Persons keeping unlawful Gaming-Houses, which together with the Frequenters thereunto are here punishable; so are also common Barattors and Beggardroppers, such as raise Quarrels and hearken after News, with intent to spread it abroad, and cause Discord and Enmity in the Neighbourhood.

There's likewise another sort of Persons found to be very mischievous, and they are such as have no competent Estates to maintain themselves, and refuse to work for a Livelihood; but commonly spend the Day in Idleness and in the Night they go abroad and rob Hen-roosts and Fish ponds, and such like Villanies. These Persons the Law adjudges dangerous, and so ought you if any such come to your Knowledge.

You are to enquire of such Persons as unlawfully take, kill or destroy Hares, Pheasants, Partridges or other Game, or House-Doves or Pidgeons, by Guns, Nets or otherwise; which are here punishable.

The Court-herper's

And you are likewise to enquire whether any Person do keep and make use of Hounds, Greyhounds and other Dogs, or Guns, whereby to destroy the Game, that have not Estates, which by the Law do qualify them for so doing.

If any Victuallers have conspired together to sell their Victuals but at certain Prices, or have put to Sale any Victuals not wholesome for Man's Body,

Or if any Labourers or Artificers have combin'd together to work but at certain Rates, or at certain Times, or shall refuse to compleat the Work they have begun and undertaken; They are here punishable.

If any Persons have used false Weights or false Measures, or double Weights or double Measures, that is, a Great to buy by, and a Small to sell by, in Deceit of the People; it is here also punishable.

If a Tanner hath put to Sale any Leather before it be legally searched and sealed, or any insufficient Leather not being thoroughly wrought, tanned and dried; He is here to be punished.

You are to make diligent Enquiry into Offences committed by Forestallers, Ingrossers and Regrators, for they are very detrimental in raising and imbauncing the Prices of Provisions.

A Forestaller is one that buys Corn or other Victuals and Provisions, that is carrying to the Fair or Market to be sold, before it be brought into the Fair or Market.

An Ingrosser is one that buys Corn growing upon the Ground, (otherwise than by Demise or Grant) or any Butter or Cheese, or other Victuals, with an Intention of selling the same again for an unreasonable Profit.

A Regrator is one that doth buy Corn or other dead Victuals in open Fair or Market, and sells it again in some other Fair or Market within four Miles of the same Place.

You shall make strict Enquiry of Cottages erected contrary to Law; Now the Law says, that if any Person shall erect a Cottage without laying of four Acres of Land to it, or the Allowance of the Lord of the Soil, and the Justices of Peace in open Sessions; he shall forfeit Ten Pounds for so doing, and Fourty Shillings a Month for the Continuance thereof.

*This law
is long
since
repealed*
1829

You are also to inspect and examine into your Highways and Bridges, how they be repaired and amended, and whether the several Persons concerned therein, have done their due Services towards the Repairing of the same: And whether the Hedges be kept in good Repair, and the Ditches adjoining be kept low, and scoured and cleansed as they ought to be.

If any Foot-path to Church, Mill or Market, be demed, that hath been an ancient and accustomed Way; or if any House, Wall, Hedge or Ditch be erected or made in the King's Highway, or any Water-course stop'd or turn'd therein, or otherwise turn'd out of its ancient course;

The Court-Keeper's

course; or any Carrion, Dung or other offensive Thing be laid in or near the Highway, or any other Nuisance whatsoever, to the Annoyance of the King's Subjects; it's here punishable.

You are to take notice what Officers within the Precincts of this Leet ought of course to be now discharged of their respective Offices, and to present the Names of other Persons fit to serve in their Places.

And you shall enquire of all other Matters that are in this Court-Leet enquireable and presentable, as fully and effectually as if the same were particularly named to you.

Now I have finished my Charge to you Gentlemen of the Court-Leet Jury, I come to my Charge to you of the Homage.

Charge in the Court-Baron.

— YOU that are sworn of the Homage, your Charge is to enquire into, and present such Things as relate to the Court-Baron of this Manor, and they are either between Lord and Tenant, or between Tenant and Tenant.

— You ought first to enquire what Advantages have happened to the Lord since the last Court, either by Escheats or Forfeitures.

As if any Freeholder of this Manor hath committed Felony, and hath been lawfully convicted thereof: The King shall have

Year,

Years, Day and Waste, and afterwards the
Lands will fall to the Lord by Escheat.

If a Bastard hath purchased any Land
within this Manor, and he dead without
Issue of his Body lawfully begotten, he
can have no Heir, so that the Lord shall
have his Land by Escheat.

If any Copyholder of this Manor hath
committed Felony, and thereof hath been
lawfully convicted; it is a Forfeiture of
his Copyhold Estate.

If any Copyholder within this Manor
hath leased out his Copyhold without the
Lord's Licence, for more than a Year and
a Day, it is a Forfeiture of his Copyhold:
Or if he hath let it out to an Under-
tenant for a lesser Term, and hath not re-
tained enough thereof in his own Hands,
whereby the Lord's Dues may be fairly an-
swered; he is here to be amerced.

If any Copyholder within this Manor
hath impaired one Copyhold Estate to im-
prove another, it's a Forfeiture of the Copy-
hold which he hath so impaired.

If any Copyholder hath suffered the Build-
ings upon his Copyhold to run to decay, and
to fall down for want of Reparation; or
hath committed Waste in selling Timber-
Trees without Assignment, or in topping of
them at unreasonable Times in the Year,
whereby they die; in cutting Freic Trees
or Timber Trees for firing, having other
Wood sufficient; or in ploughing up of an
ancient Meadow, &c. They are Forfeitures
of his Copyhold Estate.

And

ed hold it as Copyholder it shall pay his Rent, being present when demanded by the Lord, or refuse to perform the Services due to the Lord, they are Forfeitures and are to be recovered by the Lord. For the discovery, what of you are to enquire, whether there be any Rent Service or Custom withheld from the Lord, and in case there be any, what it is, from whom due, and what Lands are chargeable for the same.

You shall also enquire whether there be any Freeholder of this Manor dead; or that hath alienated his Estate; or any Leaseholder or Copyholder dead since the last Court or before, and his Death not yet presented; or any Admittance thereupon, what hath happened to the Lord upon his Death, and who is the next Tenant.

And you are likewise to enquire whether any of the Lord's Lands be unjustly kept from him; whether any Bound-Stones or Land-Marks between this Lordship and another, or between Tenant and Tenant, have been removed; or any Inroad made upon the Lord's Waste, or the Commons belonging to this Manor; or any Trespasses upon the Lord's Royalities, by Filching, Fowling or Hunting; or if any Houses want repairing; Hedges, Gates, Stiles or Bridges want mending; or Ditches want scouring; Or if any hath impoverished his Tenement by carrying the Compost or Soil there made to other Lands, or by penning his Sheep thereupon to the prejudice of his Tenement; you are to present the same.

You

You are to enquire of Estrays: as where any strange Beast comes into a Lordship, and is not claimed in a Year and a Day: it falls to the Lord of the Manor as an Estray.

And you shall enquire whether the Orders of the last Court, or any other preceding Court, have been duly observed or not, and wherein and by whom Default hath been made.

You are also to enquire whether the several Tenants of this Manor be now here to do their Suit of Court, and to amerce those who have made Default.

And if there be any Thing else that concerns the Lord's Interest, or any Thing unjustly done between Lord and Tenant, or Tenant and Tenant: you have it in Charge to present it.

The Charge being delivered and Proclamation made, say, (the Crier repeating after you)

I F any Person can inform this Court on Inquest of any Treasons, Felonies, Bloodsheds, or any other Thing now given in Charge, or inquirable at this Leet, let him come in to the Court and he shall be heard.

If any comes in swear him:

T H E Evidence that you shall give to this Inquest, shall be the Truth, the whole Truth, and nothing but the Truth:

So help you God.

Then

The Court-Master's

Then add, (the Crier saying after you)

IF any Man will enter any Plea, let him come into the Court, and he shall be heard.

After Proclamation made, adjourn the Court, the Crier likewise saying after you;

ALL Persons that have any Thing further to do at this Court-Less or Court-Baron, may now withdraw themselves, so as they appear here again at three of the Clock in the Afternoon.

When they are returned in the Afternoon, after Proclamation, say;

ALL you that were adjourned to appear at this Time and Place, draw near and give your Attendance, and answer to your Names.

Call over the Names of the Jury of the Court-Less; then ask the Foreman for the Presentment, and ask the Jury if they be all agreed of their Presentments, and who shall deliver the same in for them, (to which they answer, the Foreman) and if they are contented, it shall be amended in Form, so as it be not changed in Substance, (to which they reply, Yea) and the Steward alters it in Form accordingly.

The Steward having read over the Presentment, and alter'd it in Form as aforesaid,

and

said, and assented the Pines: then he is to swear such new Officers as are chosen.

The Oath of the Constable.

YOU shall well and truly serve our Sovereign Lord the King, and the Lord of this Leet, in the Office of a Constable, in and for this Hundred of, &c. until you be thereof discharged according to due Course of Law: You shall well and truly do, and execute all Things belonging to your Office, pursuant to the several Acts of Parliament in that Case made, according to the best of your Knowledge.

So help you God.

The Tithing-man's Oath.

YOU shall serve our Sovereign Lord the King, and the Lord of this Leet, in the Office of a Tithing-man, in and for the Tithing of, &c. until you be thereof discharged according to due Course of Law: You shall from Time to Time well and truly do and execute all Things belonging to said Office of a Tithing-man, according to the best of your Knowledge.

So help you God.

Oath of a Leather-Searcher, &c.

YOU shall faithfully serve our Sovereign Lord the King, and the Lord of this Leet, in the Office of a Searcher and Sealer

Handwritten signatures and notes at the bottom of the page.

The Court-keeper's

Sealer of Leather, by searching and sealing all such Leather, which shall be made within the Precincts of this Court-Leet, or vended within the Liberty of the same: You shall well and truly do and execute all Things belonging to the said Office, according to the Direction of the several Acts of Parliament.

So help you God.

The Asswerer's Oath.

YOU shall well and truly asswer and affirm the several Amerciaments here made, and now to you read over: You shall spare no one out of Love, Fear or Affection, nor raise or inhanse any one out of Malice or Hatred, but impartially shall do your Duties herein;

So help you God.

This last Oath is generally administered to two of the most substantial and knowing Tenants of the Manor, at the Election of the Steward, who are to judge of the Amerciaments in the Court-Baron, and alter them if they see Cause.

After the Officers are thus sworn, call over the Homage, ask for their Presentment, &c. as in the Court-Leet.

Then take Surrenders, and make Admittances in the following Manner:

— **I** *A. B.* do surrender and yield up into the Hands of *W. B. Esq.* Lord of this Manor, all that Messuage and Tenement with the

*by the hand of Cuthbertson of
unholy Steward by the word
according to the Custom of the Manor*

the Appurtenances within this Manor, now in the Possession of C. And all my Estate, Right, Title, Interest, Possession, Reversion, Claim, and Demand whatsoever, of and to the same, to the End the said Lord may do therewith his Will; and in Token thereof, I deliver up this Verge. (delivering to the Steward a Pen put into his Hands for that Purpose.)

There is no Occasion for a second or third Life to surrender, if they are not Joint-Purchasers; for in such Case the Surrender of the first Life, the Purchaser, is sufficient for all, as the Estate is wholly in him, and the rest are only nominated at Will by the Purchaser: But when there are more Purchasers than one to surrender, in the general Words of the Surrender, as all the Estate, Right, Title, &c. when you come to Possession, the first Life says Possession, and the second or third says Reversion; and in all the rest, they say the same one as the other.

When the Surrender is taken, the Steward proceeds as follows:

Gentlemen of the Homage, you are to take Notice, That the Messuage and Tenement, with the Appurtenances, now surrendered, is granted afresh to the said A. B. as sole Purchaser, &c. To hold to him the said A. B. and C. and D. his Sons, for the Term of their Lives, and the Life of either of them longest living successively, at the Will of the Lord, according to the Custom of this Manor, by the yearly Rent there;

therefore of Gr. and by all other Rents, Burthens, Suits, Services and Customs therefore due, and of Right accustomed: And for such Estate so had in the Promises, the said M. B. gives to the Lord for a Fine, the Sum of Gr. in Hand paid (or secured to be paid) and so he is admitted Tenant thereof; and I do hereby give you Seisin thereof, (turning to the Tenant and delivering him his Pen or a Rod,) to hold the same accordingly.

Admittance of a Copyholder in Court, after the Death of a Life.

— **YOU** are admitted Tenant to all that Messuage and Tenement, with the Appurtenances, within this Manor, whereof C. D. lately died possessed: And I hereby give you Seisin thereof: To hold the same for Term of your Life, (or Widowhood) according to the Custom of this Manor.

Then let him swear Bala thus:

— **YOU** shall swear to become a true Tenant to M. B. Esq; Lord of this Manor, for the Estate to which you are now admitted: You shall from Time to Time pay, bear, and do all such Rents, Duties, Services and Customs therefore due, and of Right accustomed: You shall from Time to Time be ordered and justified in all Things concerning your said Estate at the Lord's Court, to be holden in and for this Manor

By will of Lord.

Companion.

Manor of A. as other the Tenants of the said Manor, for their respective Estates are, shall or ought to be; and you shall in all Things demean your self as a faithful Tenant.

So help you God.

Then make Proclamation, and discharge the Courts, by saying, (the Crier repeating after you)

ALl manner of Persons that have this Day made their Appearance, at this Court-Leet and Court-Baron, may from hence depart, and keep their Day and Hour again upon a new Summons.

Precedents of Business done in Court, and other small Things relating to Land-Stewardship.

The Steward's Precept to the Bailiff to warn a Court.

Maver de? THESE are to will and require you to summon and give publick Notice to all the Tenants of the said Manor, of A. and all other Persons that do owe Suit and Service to the Court of the said Manor, personally to be and appear at the Court-Baron (or Court-Leet and Court-Baron,) to be holden for the Manor aforesaid, at the usual Place (or at the

The Court-Keeper's.

the Dwelling-House of, &c. situate, &c. on Monday the 25th Day of October next, (or of this Instant, &c.) Then and there to do and perform their several Suits and Services according to the Custom of the said Manor. Given under my Hand and Seal, &c.

To I. K. Bailiff of the
said Manor.

A Letter of Attorney for a Stranger to surrender a Copyhold Estate in Court. A

KNOW all Men by these Presents, That I A. B. of, &c. have made, ordained and appointed, and by these Presents do make, &c. C. D. of, &c. (generally the Bailiff of the Manor) my lawful Attorney, for me and in my Name, to appear at the next Court to be holden in and for the Manor of, &c. on, &c. next; and then and there for me and in my Name as aforesaid, to surrender and yield up into the Hands of the Lord of the Manor aforesaid, one Messuage or Tenement, &c. with the Appurtenances within the said Manor; All which said Premises I the said A. B. do hold (as sole Purchaser) for my own Life, and the Life of C. my Son, by Copy of Court-Roll of the said Manor of, &c. bearing Date, &c. And all the Estate, Right, Title, Interest, Possession, Reversion, Claim and Demand whatsoever, as well of me the said A. B. as of C. my Son, and of either of us, of, in and to the same, ratifying, confirming, and by these Presents allowing

Following shall and whatsoever my said At-
torney shall do or cause to be done in the
Premises, by Virtue of these Presents. In
Witness, etc. and giving and sealing to the said
Attorney the said G. J. full Power and

How to take the Surrender in Court.

First read over the Letter of Attorney in
Time of Court, in the hearing of the Ho-
mage, and then let the Attorney say as
follows: I

I C. D. by Virtue of the Letter of At-
torney to me made by A. B. and of
the Power and Authority to me thereby
given, do for and in the Name of the said
A. B. surrender and yield up into the
Hands of W. B. Esq; Lord of this Manor,
all that Messuage and Tenement, with the
Appurtenances within this Manor, in the
Possession of, &c. And all the Estate, Right,
Title, Interest, Possession, Reversion, Claim
and Demand whatsoever of the said A. B.
and of C. his Son, of, in and to the same,
to the End the Lord may do therewith his
Will: And in Token thereof I deliver up
this Verge.

*A Letter of Attorney or Warrant from a
Lord to a Steward to keep Courts.*

K NOW all Men by these Presents,
That I T. Lord A. Baron of, &c. have
made, constituted and appointed and by these
Presents do make, constitute, and appoint
G. J.

The Court-Recorder's

G. J. of, &c. Sent my Steward of all my
Manors, Lordships, and Hereditaments
whatsoever, in the Countie of Gt. or in any
or either of them; Giving and hereby grant-
ing unto him the said G. J. full Power and
Authority to keep and hold all my Courts-
Leet, Views of Frankpledge, Courts-Baron;
and other Courts, within the Limits afore-
said; and to do and execute all Things be-
longing to the Office of a Steward, and re-
ceive and enjoy all Perquisites, Profits and
Advantages thereof and thereto belonging,
during my Will and Pleasure. In Wit-
ness, &c.

*A Warrant of Attorney or Deputation to
a Bailiff of a Manor.*

KNOW all Men by these Presents,
That I, W. B. of Gt. Esq. Lord of
the Manor of, &c. have made, ordained,
Deputed and appointed T. G. of, &c. my
Bailiff or Agent, for me and in my Name,
and to my Use, to collect and gather, and
to take, require, demand and receive of
all and every my Tenants that have held,
enjoyed, or now do, or which hereafter
shall hold or enjoy any Messuages, Lands or
Tenements from, by or under me within
my said Manor of, &c. All Rents and Ar-
rears of Rent, Heriots, and other Profits
that now are, or shall hereafter become
payable, due, owing or belonging to me
within the said Manor; and in Default of
Payment thereof, to distain for the same
from

from Time to Time, and such Distress and Distresses to impound, detain and keep until Payment be made of the said Rents, and the Arrears thereof; And I do also further empower and authorize the said T. G. to take care of, and inspect into all and every my Messuages, Lands and Woods within the said Manor, and to take an Account of all Defects, Decays, Wastes, Spoils, Trespases, or other Misdemeanours committed or permitted within my said Manor, or any my Messuages, Lands or Woods there: And further, to act and do all other Things that to the Office of a Bailiff of the said Manor belongs and appertains: And as a Reward for his Pains, I hereby promise to pay him yearly the Sum of 5 s. of, &c. provided always that this my Deputation shall continue during my Will and Pleasure and no longer. In Witness, &c.

A Warrant from a Lord of a Manor to his Game-Keeper.

TO all People to whom these Presents shall come, I W. B. of &c. Esq. (By Virtue of several Acts of Parliament lately made for the Preservation of Game) have made, nominated and appointed, and by these Presents do nominate, &c. A. B. of &c. to be my Game-Keeper of and within my Manors of, &c. in the County of, &c. With full Power and Authority to kill Game for my Use, and to take and seize all such Guns, Greyhounds, Setting-Dogs, &c. Fery

The Game-keeper's

rets, Trammels, Mays, or other Nets, Snare, or Engines for the taking, killing, or destroying of Hares, Conies, Pheasants, Partridges or other Game; nor within the said Manors of, &c. and the Precincts thereof shall be kept or used by any Person or Persons not legally qualified to do the same: And further to see and do all and every Thing which belongeth to the Office of a Game-keeper, according to the Direction of the Acts of Parliament, for which this shall be his sufficient Warrant. In Witness, &c.

A Condition to deter a Man from Fishing or Fowling on a Manor.

WHereas the above bound C. D. hath lately been several Times detected of Fishing and Fowling within the Manors of, &c. belonging to the above named W. B. without his Licence or Consent: And whereas upon his Submission to the said W. B. the said W. B. hath been pleased to forbear any Prosecution upon his becoming bound not to offend in the like Manner for the future. Now the Condition of this Obligation is such, That if the said C. D. his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said W. B. his Heirs or Assigns the full Sum of, &c. within twenty Days next after that he the said C. D. shall at any Time hereafter be found Fishing, Fowling, Coursing or Hunting, or by any other

other Ways trespassing on any of the Manors, Lordships or Royalties of the said W. B. his Heirs or Assigns, and Proof thereof made by the Testimony of one or more credible Witnesses; Then, &c. or else, &c.

Condition for the Payment of a Sum of Money for a Heriot.

TH E Condition of this Obligation is such, That if the above bound A. B. his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid unto the above named W. B. his Heirs and Assigns, the full Sum of 5 L. of, &c. for and in Lieu and Satisfaction of one Heriot next happening to be due and payable unto the said W. B. his Heirs or Assigns, for a heriotable Tenement within the Manor of, &c. aforesaid, by him the said A. B. now holden for Term of the Life of, &c. on the Decease of him the said, &c. according to the Custom of the said Manor, Then, &c. or else, &c.

Licence granted to a Tenant to let his Tenement.

At a Court held for the said Manor the Day, &c.

Manner of } Licence is granted unto A. B. to let his Messuage with the Appurtenances within this Manor, or any Part thereof.

thereof, to any Under-Tenant or Under-tenants, for the Term of seven Years now next coming, if he the said A. B. shall so long live, provided the Houses, Hedges, Ditches, and other Inclosures, be from Time to Time kept well and sufficiently repaired and amended, and the Rents, Duties, Services and Customs therefore due to the Lord be well and truly rendred, paid and performed, otherwise this Licence to be void, &c.

Surrender of a Copyhold Estate out of Court.

Maner' de **M** *Memorandum, That on, &c.*
A. **S** *at M. in the County of,*
&c. A. B. (who claims to hold for Term of his Life, &c. by Copy of Court-Roll of the Manor aforesaid, bearing Date, &c.) one Messuage or Tenement, and one Close of Pasture, &c. and one Close of, &c. containing, &c. with the Appurtenances within the said Manor of A. aforesaid, came before me G. J. Gent. Steward of the said Manor, and in the Presence of C. D. and E. F. two of the Customary Tenants of the said Manor, did surrender and yield up into the Hands of W. B. Esq; Lord of the Manor aforesaid, the said Messuage or Tenement, and Closes of Pasture and arable Lands above mentioned with the Appurtenances, and all his Estate, Right, Title, Interest, Possession, (if more Lives than one, Reversion, Claim and Demand whatsoever,) (Here insert if more Lives than one, as well

well of him the said *A. B.* as of, &c. of,
in and to the same, and of, in and to every
Part and Parcel thereof, to the End the said
Lord of the said Manor might do there-
with his Will. *A. B.*

*Capt. Die & Anno prius supra
dict. coram me, G. F. Senef-
chal. ibid.*

In Præsentia nostrum

*C. D. }
E. F. } Ten.*

*A Surrender of a Leasehold Estate by
Indorsement.*

I *A. B.* of, &c. do by these Presents sur-
render and yield up into the Hands
of *W. B.* Esq; all the Messuage, or Ten-
ement and Lands, with the Appurte-
nances in the Indenture within granted :
And all my Estate, Right, Title, Interest,
Claim and Demand whatsoever, of, in and
to the same by Virtue of the said Indenture,
or by any other Ways or Means whatsoever,
together with the same Indenture to be can-
celled. In Witness, &c.

*A Mortgage of a Leasehold-Estate by
way of Assignment endorsed on the
Lease.*

TO all People to whom these Presents
shall come, I the within named *A. B.*
for and in Consideration of the Sum of

C. 2

100 l.

The Court-keeper's

100*l.* of, &c. to me in Hand paid by C. D. of, &c. the Receipt whereof I do hereby confess and acknowledge, Have granted, bargained, sold, assigned and let over, and by these Presents do grant, &c. unto the said C. D. all and singular the Pieces of Arable and Pasture-Ground with the Appurtenances within granted; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of me the said A. B. of, in and to the said Premises, or any Part thereof, together with the within writren Indenture. To hold unto him the said C. D. his Executors, Administrators, and Assigns from the Day of the Date hereof, for and during all the Rest, Residue and Remainder of the Term of 99 Years within granted, now to come and unexpired; Provided always, and these Presents are nevertheless upon this Condition, That if I the said A. B. my Executors or Administrators, shall well and truly pay or cause to be paid unto the said C. D. his Executors, Administrators, or Assigns, the Sum of 102*l.* 10*s.* of, &c. on the Day of, &c. next coming; Then these Presents shall be void and of no effect, any Thing herein contained to the contrary thereof in any wise notwithstanding. In Witness, &c.

Words of Livery and Seisin used on granting a Freehold Lease.

I W. B. do hereby deliver unto you C. D. Possession and Seisin of this House, in the Name of all the Rest contained in this Deed,

Deed, (being in the House, and having the Deed in his Hand,) To hold to you, your Heirs and Assigns, according to the Intent and Meaning of this Indenture of Lease.

The Indorsement of Livery and Seisin on the Lease.

Memorandum, That on, &c. full Possession and Seisin was had and taken of the Messuage, or Tenement, and Premises within granted by A. B. one of the Attorneys within named, and by him delivered over unto the within named C. D. according to the Contents of the within written Indenture, in the Presence of, &c.

Steward's Warrant to a Bailiff to assign Timber-Trees to a Copyholder for Repairs.

At a Court-Baron held for the said Manor, &c.

Manor of *A. B.* is allowed the Timber-

A. Tree of C. D. now standing and growing in, &c. within the Manor aforesaid, the same to be had and taken from and out of the Tenement and Lands of the said C. D. by the Consent of the present Tenant or Occupier of the Premises, and by your Assignment, for and towards the repairing the Tenement of the said A. B.

The Court-Keeper's

within the said Manor, and not otherwise.
Given under my Hand this, &c.

To T. K. Bailiff of
the said Manor.

G. F. Sen. *ibid.*

Warrant to levy Amerciaments in the Court-Baron.

Maner' de } E Streets of Amerciaments in a
A. Court-Baron there holden
the Day, &c. as followeth:

Of A. B. a customary Tenant
there, for refusing to appear at the
Court, being thereunto lawfully
summoned.

Of C. D. for not repairing his
House there according to an
Order made at the last Court
holden for the said Manor, on,
&c. - - - - -

And so on, &c.

Tot. &c. - - - - -

YOU are hereby authorized and required
to levy by Distress of the Goods of
the Persons above named, the several and
respective Sums of Money above mentioned;
and that you answer the same to me on, &c.
next. Given under my Hand, &c.

To T. B. and C. D.
Bailiffs there, and
to either of them.

G. F. Sen. *ibid.*

A Petition to Justices of the Peace, for setting up a Cottage on the Waste.

To the Worshipful the Justices of the
Peace at their General Quarter Sessions
of the Peace, now holden at, &c. in
the County of, &c. this Day, &c.

The humble Petition of A. B.
of, &c. in the said County of,
&c. Husbandman.

Humbly sheweth,

THAT whereas your Petitioner being
with his Wife and Children, settled as
an Inhabitant of and in the said Parish of, &c.
and at present destitute of an Habitation,
hath by Address made to W. B. Esq; Lord
of the Manor of, &c. aforesaid, obtained
his Consent for your said Petitioner to erect
and set up a Cottage on the Waste with-
in the Parish of, &c. aforesaid, for an
Habitation for himself and his Family, if
an Order of Sessions can be obtained for
Confirmation thereof, as by the Paper here-
to annexed may appear.

*May you therefore be pleased to grant un-
to your poor Petitioner the Order of this
Court, whereby he may be enabled to
set up a Cottage for an Habitation for
himself and poor Family, on some
convenient Place on the Waste within
the Manor aforesaid, to be assigned by
the said W. B. or his Steward.*

And your Petitioner shall ever pray, &c.

The Lord's Consent.

UPON the Petition of A. B. and the Certificate of the Inhabitants, of the Parish of, &c. I do hereby give my Consent, being Lord of the Manor of, &c. aforesaid, That the said A. B. shall and may erect and set up a Cottage for his Habitation, in some convenient Place on the Waste within the Parish and Manor aforesaid, to be assigned him by my Steward, provided that an Order of Sessions be procured according to Law for Confirmation thereof. Witness my Hand and Seal, &c.

Constable not appearing at the Court, order to be sworn in his Office by a Justice of Peace.

Hund. de? *AD Cur. legal. & Vis. Franc'*
B. plegii Domini Regis ibid. tent.
vicefimo die Octobris Anno Domini 1714.
A. B. Elect' est ad Officium Constabular' Hund.
præd' (vel ad Officium Decennar' pro Decenn.
de C. infra Hund' præd') pro Anno sequen'
sed non venit in Cur' ad Officium illud susci-
piend'. Ideo Ordinatus est per Cur' quod ipse A. B.
comparebit coram aliquo Justiciari' Dom' Regis
ad pacem. Et præstabit Sacrament' suum ad
Offic' præd' exequend' Spa' 5 l.

G. F. Sen' ibid.

Entries

Entries in the Minute Books and Contract-Books.

Entry in the Minute-Book of the
Hundred Court-Leet and Court-
Baron.

Hund. de A. } Cur' Vis. Franc' Plegii
& } cum Cur' Baron' prænab.
Maner' de B. } Thome Domini A. Ba-
ron' de, &c. ibid' cent'
quinto Die Octobris Anno
Reg' Dom' nost' Georgii
Dei Gratia Mag. Brit.
Franc' & Hibern' Regis
Fidei Defensoris, &c.
primo, Annoque Domini
1714. Coram Egidio
J. Gen' Seneschal. ibid.

Ball' as Hund' - - A. B. ap.

Bah' as Maner' - - C. D. ap.

Constabular' - - - E. F. } Venit ad Offic'
} exequend' & jur'.

A. - - - o 7 6 T. B. } Decennar' ibid. ve-
} nit & jur'

B. - - - o 6 8 E. C. } Decennar' ibid. ve-
} nit & jur'.

C. - - - o 5 0 L. M. } Decennar' ibid. ve-
} nit & jur'.

D. - - - o 3 4 N. T. } Decennar' ibid. ve-
} nit & jur'.

E. - - - o 2 6 M. D. } Decennar' ibid. ve-
} nit & jur'.

&c

C 5

Jura

Juratores pro D^{no}
Rege.

Homagium.

Abrah'us B.
Will'us C.
Franc'us T.
Henric'us E.
Thomas F.
Georgius E.
Joh'es D.
Abrah'us M.
Will'us D.
Ed'rus D.
Hen'cus C.
Joh'es L.
Will'us T.

Jur'

Edmondus D.
Joh'es B.
Will'us F.
Ed'rus J.
Hen'cus H.
Thomas M.
Ed'rus L.
Will'us M.
Franc'us T.
Rob'tus O.
Georgius D.
Joh'es L.

Jur'

12

Affect'

Joh'es L.

Will'us D.

Jur'

Ed'rus B.

3A

Admissus est Tenen' un'
Messuag' cum pertin'
infra Maner' pred'
nuper in tenur' J. F.
defunct'.

Admiss' & jur'.

p. Will'us M.
h. Joh'es fil'.

3S

Urf' redd' un' Messuag'
ac un' virgat' terr' cum
pertin' jacen. in, &c.
infra Maner' pred'
modo in tenur' ipsius
Will'i M.

p. Joh'es

p. Joh' es M. pred' } C Eper' premis' pred' per
 p. Elia' uxor ejus } redd' inde per Ann'
 p. Will' s. M. pred' } 6 s. 8 d. ac un'
 Her' cum accid' r ac
 pro fine, --- 35 l.
 Admiss' & Jur'.

h. Fran' cus H. } S Urf. redd' reversionem
 un' Mels' cum pertin'
 infra Maner' pred'
 modo in tenur' An-
 ne W. Vid' pro ter-
 mino viduitat' su'.

p. Car' lus W. } C Eper' premis' pred' per
 redd' inde per ann.
 13 s. ac un' Her' cum
 accid' r 3 l. per Com-
 position' ac pro fine
 --- 25 l.

p. Ric' us R. } C Eper' un' parvam Dom'
 h. Bliz' } fil. habitabil' cu' Gardin'
 h. Maria } adjacen' contin' per
 Estim' 5. partit' nu-
 per in tenur' Will' i B.
 & pars Customar'
 Ten' ti ipsius Will' i &
 per ipsum Will' um
 cum Ten' pred' nup'
 furs. redd' per redd'
 inde per ann' 2 s. 6 d.
 ac pro fine --- 6 l.
 Admiss' & jur'.

p. Tho. K. pro vir' } Cepit rev' s'p'ent' natus
 Joh'is K. su' ejus } Cl'i pastur' voc' &
 post mort' Daniel' &
 Joh'is F. per redd' in-
 de per ann' cum accid'
 10 s. 4 d. ac un' Her'
 de opt' pro fine 5 l.

Entry in the Minute-Book of a Court-Leet and Court-Baron of a Manor.

Maner' de } Cur' Vis. Franc' Plegii cum
 B. } Cur' Baron' Will' B. Ar'
 tent. pro Man'io pred' vi-
 cesimo quinto die Apr', &c.

Ball'us Maner' - - Thomas K.

Decennar' - - - Abrah'us S. } Decennar' ibid'
 venit & Jur'.

Jur' pro Domino Rege & Homagium,
*As in the Hundred Court-Leet and
 Court-Baron.*

p. Joh'es A. } S Ur's. redd' un' Cl'um
 p. Carolus W. } prai' voc' &c. con-
 tinen' un' Acr' & un'
 Cl'um terr' arab' voc'
 &c. cont' 4 Acr' in-
 fra Maner' pred'.

p. Tho.

p. Thomas A.
h. Robertus
h. Johannes

C Eper' premiss' pred'
necnon un' Dom'
habitabl' cu' Gar-
din' & pomar' ad-
jacen' cont' per
estimac'on' un'acr'
& un'Clau'voc'&c.
cont' un'acr' et-
iam un' ali' cl'm
voc' &c. necnon
parcel' prati cont'
decem rod' nuper
inclus' é clo' voc'
&c. infra Maner'
pred' & nuper in
tenur' Abrahi' A.
patris pred' Joh'is
& per ipsum A-
braha' nuper surf'
red' per red' inde
per Ann' 6 s. 8 d.
Ac pro un' Her'
cum accid' 20 s.
ac pro Fine 16 l.

p. Tho. B. pro vit'
h. Tho. fil' ejus.
h. Joh'es, fil' pred'
Tho'
h. Robertus B.

C Eper' un' Tene-
ment' ac decem
acras terr' unacum
Co'ia Pasturæ pro
quingagint' ovi-
bus & pro dua-
bus vaccis in &c.
cum pertin' infra
Maner' pred' nu-
per in tenur' Jo-
hannis B. defunct'
per

per redd' inde per
annum 10s. ac un'
Heriot cum accid'
2 l. 10 s. five de
opt' ac pro Fine
146 l.

Entry in the Minute-Book of a Court-Baron only.

Maner' de } Cur' Baron' Willi' B. Ar.
B. } tent' pro Manerio pred'
tricesimo die Septembris,
Anno' Regni Regis Georgii
nunc Magn' Britannia,
&c. primo, Annoq; Dni
1714. per Egidium J.
Gen. Seneschal' ibid'

Homagium - As in the Court-Baron held
with the Hundred-Court;
only in two Columns.

Joh'es H. In Jure Mariz ux' ejus admiff. est Te-
nens un' Tent' cum pertin' infra Maner' pred'
nuper in tenur' Johannis B. defunct'.

Elizabetha K. Admiff' est Tenens pro termino viduitatis
sue ad le Customar' Molendin' cum pertin'
parcel le Maner' pred' nuper in tenur' Tho-
maz K. virum suum defunct'.

Elias

Elias S. Admiss' est Tenen' at Gaardian'
Anne S. & Elizabetha S. infantes durante mi-
noritas' su' de & in un' Tenement' cum per-
tin' infra Maner' pred' voc' &c. nuper in
tenur' Anne S. defunct' nuper matr' pred'
Anne & Elizabethæ.

Entry in the Minute-Book of a
Court-Baron, held on purpose
to Grant an Estate.

Maner' de } Cur' Baron' (sive Ma-
B. } ner') Willi' B. Ar.
ibid. tent, tertio Die
Maii Anno Domini
1714.

Willielmus B. }
Edwardus B. } Fur.
Jacobus C. }

p. Henricus H. } C Eper' un' Messuag' sive
p. Robertus fil' } Tent' cum pertin' nu-
h. Maria fil' } per in tenur' Johannis
B. defunct' per redd'
inde per Ann' 3 s. 4 d.
ac pro Fine 2 s. l.
Admiss' & Jur'

To

The Court-keeper's

To this Minute-Book, when you keep a Court of Survey, must be added the Survey of the Tenants Leases and Copies, in the Method as you will find them next to the Contracts which I now proceed to.

The Contract-Book.

Maner' de B. } AT a Court-Baron there held for W. B. Esq; the 15th of October, 1715,

Fines receiv'd for Purchases contracted at the last Court.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
Receiv'd of A. B. in full of his Fine.	90	00	00
Receiv'd of C. D. in full of his Fine	75	00	00
Receiv'd of E. F. in full of his Fine.	50	00	00
Receiv'd of G. H. in part of her Fine,	35	00	00
Total	250	00	00

G. H. and, &c. gave Bond for 35 *l.* the Remainder of her Fine, to be paid at the next Court.

Contracts

Contracts made.

A B. contracted with A. B. in Consideration of a Surrender already made by T. B. of all the Estate which he claimed to hold for his own Life, of and in one Messuage or Tenement, with the Appurtenances within the Manor aforesaid. To grant the same to the said A. B. for three Lives, which he is to nominate at the next Court to be holden for the said Manor of B. (whereof the first of them to be made sole Purchaser) at the Rent of 8 s. 4 d. one Herriot, and for the Fine of 125 l. to be Fine. paid in three Months on delivery of the Lease or Copy.

A. B.

C D. then Contracted with C. D. of, &c. Gent. in Consideration of the Sum of, &c. To Grant to him by Copy of Court Roll, the Messuage or Tenement, with its Appurtenances, called, &c. late in the Possession of, &c. deceased, To hold to him the said C. D. for his own Life, and the Lives of E. D. and J. D. his Sons. Lord's Rent 10 l. Herriot, 3 l. Fine, &c.

C. D.

E F. then contracted and agreed with E. P. of, &c. (on the part and behalf of W. B. Esq.) That in Consideration of the surrender of a Copy of Court Roll, bearing Date, &c. whereby she holds a Messuage or Tenement, with Seventeen Acres of

of Land, called, &c. lying and being within the Manor aforesaid, for her Life and the Life of S. D. And also for and in Consideration of the Sum of, &c. to be paid as follows; (viz.) &c. The said E. F. shall have a Lease of the Messuage or Tenement, and Seventeen Acres of Land aforesaid, with its Appurtenances: To hold to the said E. F. for Ninety nine Years, if the said E. F. aged about, &c. J. F. her Daughter, aged, &c. and D. E. of, &c. aged, &c. shall so long live, under the Yearly Rent of 13 s. 4 d. Heriot, best Beast or Good, or 3 l. in Money in Lieu thereof, at the Lord's Election. And it is further agreed, that the said E. F. shall have Liberty to exchange either of the Lives *gratis*, provided it be done within the space of two Years, and that all the Lives be then living, and in perfect Health.

Fine, &c.

E. F.

G. H. then contracted and agreed with G. H. of, &c. To grant to her a Lease in Reversion of a Messuage and Tenement, containing, &c. lying in, &c. within the Manor aforesaid; To hold to her the said G. H. immediately after the Death, Surrender or Forfeiture of H. H. for Ninety nine Years, if the said G. H. and J. H. her Son shall so long live. Lord's Rent 12 s. 7 d. a Year, Heriot, best Good; for the Fine of, &c. To be paid at the next Court on Delivery of the Lease.

Fine, &c.

G. H.

L. M.

L. M. and N.O. then contracted with L.M. of, &c. and N. O. of, &c. (his Son) That in Consideration of the Sum of, &c. to be by them the said L. M. and N. O. paid down, They the said L. M. and N. O. shall have a Copy in Reversion of a Tenement, with the Appurtenances lying in the Manor aforesaid, now in the Possession of B. L. To hold the said Tenement, &c. to them the said L. M. and N. O. (immediately after the Death, Surrender or Forfeiture of the said B. L.) for Term of their Lives successively, under the Yearly Rent of, &c. Heriot, &c.

L. M.

Memorandum, This Contract is upon Condition, That the said B. L. the present Tenant, and the said L. M. and N. O. are all of them living at the Time of Payment of the Fine of, &c. and Delivery of the Copy or Lease.

N. O.

T. B. then contracted with T. B. of, &c. To grant to him the Life of J. B. his Son in Reversion of L. and J. E. of and in a piece or parcel of Copyhold Land, called, &c. containing, &c. lying within the Manor aforesaid. Lord's Rent 10 s. 3 d. Heriot, best Good; for the Fine of 15 l.

T. B.

These

These Contracts being thus entred in the Book, and Signed by the several Purchasers as above, the Steward gives them Copies Transcribed from the Book, and Signed by him, with the Addition of the Name of the Manor in the Margin, and at the top, the Time of holding the Court.

The Methods observed in settling Estates are as follows.

For a Freehold Lease for three Lives Absolute or Copy of Court-Roll, fourteen Years Purchase may be demanded for the first Life eight, four for the second, and two for the third, or seven, five and two. For a Chattle-Lease for three Lives, Thirteen Years Purchase. Exchange of a Life one Year's Purchase, unless it be a Woman's Life for a Man's, or a sickly Life for a healthy one, when two or three Years Purchase may be insisted upon; a Widowhood, one Year's Purchase; turning Widowhood into Life, two Years Purchase. For Licence to let, half a Year or a Year's Value. Fee in Reversion after Lives, is worth nine, seven and five Year's Purchase, after one, two and three Lives. Fee of Lands in hand, twenty Years Purchase. Fee of Good Houses sold from fifteen to seventeen Years Purchase, according to their situation for Business, &c. and from Twenty two to Twenty five Years Purchase, Fee-Farm Rents are Sold.

shill

A Sur-

*A Survey of Tenants Leases and Copies,
to be placed in the Roll next to the Pro-
sentments, Admittances, Grants and
Surrenders.*

A B. bought a Lease dated the 5th of O-
tober, 10 W. 3. whereby W. B. Esq; in
Consideration of the Surrender of a former
Lease, determinable on his Death, and on the
Deaths of J. and W. his Brothers, and of
75 l. Granted to him one Messuage and Two Lives.
ten Acres of Land, Meadow and Pasture,
with one Orchard, Garden and Curtilage
thereto belonging, in, &c. To hold for
Ninety nine Years, if the said A. B. and E.
his Wife, and J. his Brother live so long,
Rent 10 s. and for a Heriot 3 l.

J. is dead, and A. B. aged Thirty-five,
and E. his Wife, aged Thirty, are liv-
ing.

THE same A. B. brought another Lease
ejusdem, Dat whereby W. B. Esq; in
Consideration of the Sum of, &c. Granted to
him a Messuage or Farm-House, and Seven-
teen Acres of Land belonging, with the Ap-
purtenances, called, &c. except Timber-Trees
and Underground Quarries) To hold from the 3 Lives.
determination of the Estate of the said A. B.
and T. his Brother, for Ninety-nine Years,
if E. his Wife live so long, Rent 10 s. He-
riot best Good.

All the Lives are in being.

C D. brought a Lease, Dated, &c. whereby
W. B. and J. W. Esquires, in Conside-
ration of, &c. Granted to him the Rever-
sion

The Court-keeper's

2 Lives.

son of a piece of Ground, called, &c. containing, &c. and a piece of Pasture Ground, called, &c. To hold from the determination of the Estate of J. C. for Ninety nine Years, if A. D. and T. D. Sons of the said C. D. live so long, Rent 15 s. Heriot, best Beast or Good, or 3 l. in Money, at the Lord's Election, Covenant for doing Suit of Court, Clause of Re-entry, if the Rent or Heriots be unpaid by the space of Twenty one Days, or Alienation of the Premises for more than one Year without Licence, or any Waste committed.

J. C. is dead, the other two Lives are living.

1 Life.

E. F. brought a Lease, dated, &c. whereby J. W. Esq; in Consideration of the Sum of, &c. did Grant to the said E. F. all that the Moiety or Halfendale of One Messuage or Tenement, with the Appurtenances, and of one Garden, &c. together with the several parcels of Land, Meadow and Pasture, with the Appurtenances hereafter mentioned, (that is to say) one Close, &c. containing, &c. All which Premises are situate, &c. and late were in the Tenure of, &c. and are parcel or reputed parcel of the said Manor of, &c. To hold unto the said E. F. his Executors, &c. for the Term of Ninety nine Years next ensuing, if J. F. and E. F. Children of the aforesaid E. F. and J. F. now the Widow B. (or Wife of J. B.) shall so long live under the Yearly Rent of 7 s. doing Suit and Service at the Courts of the said Manor, of,

3s and 4d Heriot of 30 s. to be paid on the Death of either of them the said G. H. &c.

J. F. and E. F. are dead, J. F. now, &c. only living.

THE same E. F. brought a Copy dated, &c. Whereby W. B. Esq; Granted to him the Moiety of a Tenement, called, &c. and of Forty eight Acres of Land belonging; To hold for the Life of the said E. F. 3 Lives. and of J. and R. his Brothers successively. Rent 5 s. 6 d. For the Fine, 65 l.

All the Lives are living.

THE same E. F. brought another Copy dated, &c. Whereby a Grant was made to him of the other Moiety of the Tenement in the last Copy; To hold to him and to E. and M. his Daughters, during their 2 Lives. Lives successively, Rent, &c. Fine, &c.

M. only dead, the other two Lives are living, and E. is now the Wife of G. W.

G. H. brought a Copy dated, &c. Granted by J. W. Esq; on the Surrender of a Life in being on a Messuage or Tenement in, &c. containing Fifty Acres of Land, Meadow and Pasture, with the Appurtenances; To hold the Reversion of the said Tenement from the Death, Surrender or Forfeiture of E. S. (Widow of J. S.) unto G. H. and J. H. for their Lives successively, under the Yearly Rent of 20 s. Heriot, and a— when

1 Life.

it happens the best Beast or Good, or the Sum of 4*l.* in Money: Fine 2*l.* 1*0* s. 11*d.*
J. H. only living.

2 Lives.

J. K. brought a Copy of Court-Roll, dated, &c. granted by *W. B.* Esq; unto him the said *J. K.* of the Reversion of one Cottage, in, &c. with one Orchard and one Close, called, &c. containing one Acre, with the Appurtenances; and also one other Cottage, in, &c. aforesaid, with a Garden adjoining, and one small Close of Meadow, called, &c. containing, &c. with the Appurtenances then in the Tenure of *A. K.* To hold after the Death, Forfeiture or Surrender of the said *A. K.* for the Life of the said *J. K.* and the Life of *J. R.* Son of, &c. under the Rent of, &c. Fine, &c.

A. K. is dead, and the two Lives are in being.

Lives.

L. M. brought a Copy of Court-Roll, dated, &c. Granted on the Surrender of three Lives then in being, of one Tenement, in, &c. with the Appurtenances; And of one Shop thereto adjoining, with a parcel of Land lying in a Place called, &c. containing, &c. To hold for the Lives of the said *L. M.* and of *J. M.* the Younger, and *A. M.* Sons of, &c. successively, under the Rent of 10*l.* viz. 3*l.* 4*d.* for the Shop, and 6*l.* 8*d.* for the Tenement; and the best Beast or Good, or in Lieu thereof, 3*l.* 10*s.* for a Heriot; Fine paid by *L. M.* 20*l.* and by *J. M.* 10*l.*

T. and *A.* only living.

NO produced a Copy of Court Roll, Grant-
 ed by, &c. bearing Date, &c. in Re-
 version of E. B. of one Messuage, &c. held
 by the said E. B. for her Widowhood;
 To hold to the said N. O. and 3, and T. Sons
 of the said N. O. for their Lives successively,
 according to the Custom, at the Yearly 3 Lives
 Rent of 6 s. and other Rents and Services
 accustomed, Fine 8 l.

All the Lives are in being.

And so proceed until you have surveyed
 all the Tenants Leases and Copies: And at
 the Corners of the Leases and Copies at the
 bottom; put down the Time when done,
 and your Name, in the following manner.

25 October, 1714.

Surveyed per G. J. Sen. *ibid.*

D

Entries

Entries in the Court-Roll.

A Court-Leet and Court-Baron
of a Manor, Entred in the
Roll.

Maner de P. } Cur. Viff. Franc'plagi,
cum Cur. Baron. Willi
B. Ar. Dom. Manor.
præd. tent. pro Maner-
rio præd. Viceſſimo Ter-
tio die Octobris, Anno
Regni Domini noſtri
Georgii, Dei Gratia,
Magna Britannia,
Francia & Hibernia
Regis, Fidei Deſenſor,
&c. primo, Anno;
Domini 1714. Coram
Ægidio J. Gen. Se-
neſchal. ibid.

Effon. - - - - Ad hunc diem Effon. ut
patet poſtea.

Jur. in Aſſiſ. - Ad hunc Diem Jur. in Aſ-
ſiſ. null.

Decennar. ibid. Thomas D. Decennar. ib.
ven. plene cum tot. De-
cenn. ſuis, & Jur. ad
preſentand.

Elec.

Elect. Decenn. - Ed'rus B. elec. est in Of-
ficio Decenn. ibid. pro
Anno sequen. & pre-
stat Sacrum suum pro
debita Executione Of-
fic. pred.

Jur. pro D'no Rege.

Abrabus J.

Thomas B.

Ed'rus C.

Joh'es M.

Will'us J.

Rob'tus S.

Roger. L.

Will'us J.

Thomas A.

Joh'es D.

Josephus E.

Ed'rus T.

Hen'cus C.

Jur.

Jur.

QUI Jurat' & on'rat' super Articulos Resan.
d'cam Cur. tangen. dic. super Sacrum.

suum, quod, - - - - -
sunt Resan' infra Jurisdictionem hujus
Cur' & debent Sect. Cur'. Et ad hunc Mia
Diem fecer' Defalt' I'o quilibet eor' in mia

Et ulterius presentant, quod alta Via du-
cen' ab, &c. ad Domum Roberti E. in de-
casu Et ordinat' est quod alta Via pred.
repararet. per le Parochiam de, &c. pred'
ante, &c. prox' sequen' sub Pen' faciend' De-
falt' ad forisfaciend' 16 s. 8 d.

Ordo fit.

Et ulterius presentant, quod Pons prope
Domum pertinen' Thomæ L. nunc in tenur'
Johannis W. in decasu est. Et ordinat' est
quod Pons pred' repararet. per le Parochi-
am, &c. ante vicegimum quintum Diem
Decembris prox' sequen'.

D 2

Et

Et ulterius presentant, quod Pavimentum prope Lacum in, &c. *Lea* in decasu est. Et ordinat' est quod Pavimentum pred' reparar' per le separal' Person' concernat' ead' facer' ante, &c. sub Pen' faciend' Defalt'

Pen. P'oit. ad forisfaciend' 13 s. 4 d.

Et ulterius presentant' quod Cippus (Anglice *the Stock*) pertinen' ad Decenn' P. pred' decasu est. Et ordinat' est quod ead. bon. & sufficien' reparar' per le Decenn' pred' ante primum Diem Novembris prox' sequen', sub' Pen' faciend' Defalt' ad forisfaciend' 5 l.

Pen. P'oit. end' 5 l.

Et ulterius presentant, quod alta Via adjungun' ad Rivulum inter le Oppidum (Anglice *Town*) & inferius Molendin' est in decasu, & debet reparari. I'o ordinat' est quod ead' bene & sufficien' reparar' per le separal' Person' concernat' ead' facere ante vicefimum quintum Diem Decembris prox'

Pen. P'oit. sequen' sub' Pen' 8s.

Et ulterius presentant Willu' T. pro obstructione Acquecur' curren', &c. ad nocument' alt' vie duce'n', &c. Et in Defectu non Emendationis ejusdem ante, &c. prox' futur' (ut supra dict' est) amerciant

Pen. P'oit. ipsum 13 s. 4 d.

Et ulterius presentat, quod omnia alia sunt bene.

Maner de P. } Curia Baron. Manerij
 præd. } præd ibid. tenr' Die
 Et Anno supradict' co-
 ram Sen. præd.

Esion. Ad hunc Diem Esion' ut pa-
 tet postea.

Querel. Ad hunc Diem Querel.
 null.

Homagium ibid.

Thomas B.

Petrus E.

Edrus W.

Joh'es L.

Ric'us C.

Georgius D.

Hen'cus S.

Will'us E.

Joh'es J.

Thomas G.

Edrus J.

Ric'us M.

Thomas D.

Jur.

Jur.

QUI Jurat' & onerat' super Articulos Veredictu'
 d'cam Cor' Baron' tangen' dic' super Homag'
 Sacrum suum quod Thomas A. Mil' Johan-
 nes B. Ar' Willielmus D. Gen' &c. sunt li-
 beri Sectator' Maner' pred' qui debent Liberi Sec-
 Secta' ad hanc Cur' & fecer' Defalt' l'o' ipst'ar.
 sunt in Mia' 12 d. Mia.

Com'

Et ulterius present' quod Abrahamus B. Tenen. per
 Com. Com. vj d. Indentur.

Willielmus C. Johannes D. Henricus E. Jo-
 D 3 hannes

The Court-keeper's

hannes P. Edwardus G. Richardus H.
 vj d. els. Com.

David. L. Maria M. &c. sunt Tenen' per
 vj d. exc.

Indentur Manerii pred' Qui debent Sectam
 ad hanc Cur' Po. quilibet eor' faciend' De-
 falt' & non Eflon' est in Mia' prout patet

Mia' super Capita eor. cujuslibet.

Customar. Et ulterius present' quod Willielmus E.
 Tenen. Com. Com. vj d.

Thomas D. Johannes T. Willielmus F.
 vj d. Com. vj d.

Richardus J. Edwardus W. Richardus T.
 els. Com. els.

Johannes L. Petrus E. Willielmus S. Tho-
 mas E. Edmund. S. Willielmus S. in jur'
 Com. vj d. Com.

ux' ejus Elizabetha T. vid' &c. sunt Custe-
 mar' Tenen' Manerii pred' qui debent Sect'

ad hanc Cur' Po. quilibet eor' faciend' De-
 falt' & non Eflon' est in Mia' prout patet

super Capita eor. cujuslibet.

Mia' super Capita eor. cujuslibet.

Et

Et ulterius present quod Willielmus B. Obir. Will.
nuper un' Tenen' Manerii pred' obiit post B.
ult' Cur' Manerii pred' teni' per cuius Mort'
accid' Dno' pro Heriot' un' Vacc' quodque
Thomas B. est prox' Tenen. in Rev' con'
Qui quid' Thomas present est hic in Cur'
Admitt' est Tenen' & fecit Dno' fidelitat'.

Et ulterius present quod Edwardus T. Obir. Ed'r
nuper un' Customar' Tenen' hujus Manerii T.
un' Messuagii sive Tent' ac septendecim'
Acr' terr' &c. infra Manerium pred' obiit post
ult' Cur' Manerii illius per cuius Mort' ac-
cid' Dno' un' Heriot' 3 l. Et quod Maria
T. vid' sua est prox. in Rev' cone pro Termi-
no Viduitat' suæ secund' Consuetud' Ma-
ner' pred' Que quidem Maria presens est hic
in Cur' & petit se inde admitti Tenen' Qd'
ei conceditur & Admitt' est & fecit Dno'
fidelitatem suam.

Et ulterius present quod Petrus A. qui Obir. Petri
de Domino tenuit pro termino Vit' suæ per A.
Cop' Rotul' Cur' Manerii ibid' un' Tene-
ment' ac septem' acr' terr' & commun' Pas-
tur' pro triginta Ovibus, &c. obiit post ult'
Cur' Manerii illius Tent' per cuius Mortem
accid' Domino un' Heriot' 3 s. Et quod pre-
miss' pred' reman. in manus Don'.

Et ulterius present quod Separa' Tenen'
de &c. infra Manerium pred' diver' aque-
cursu' voc' &c. ex antiquo cursu super ter-
ram Thomæ B. &c. ad magnum prejudici-
um le Tenen' hujus Manerii residen' apud
&c. Po. quilibet eor' est in Mia' 3 s. 4 d.

Et ulterius presentant quod Thomas F. Ed-
wardus P. Johannes L. &c. sciderunt & fode-
runt Garbam (Anglice Turf) & eandem abcarria

The Court-keeper's

ver' extra Maner' pred' contra Customar' hujus Manerii & contra formam Ordinis fact' ad ult' Cur' Manerii pred' tent' l'o. quilibet eor' forisfec' Pen' ordinis illius ad Pen. Poit. 6 s. viii d.

Et ulterius present' super Information' Thomæ, &c. quod Separat' Tenen' D. hujus Manerii non moluerint Granum eorum apud le Customar' Molendinum hujus Manerii l'o' ordinat' est quod si quisque Tenen, hujus Manerii Commit' talem Dilictum in futuro forisfac' pro quolibet Defalt' Pen' 5 s. Pen. Poit.

Et ulterius present' Thomam D. pro servien. Ovis apud le Communiam hujus Manerii habere nullum rectum facere ead' l'o' ordinat' est quod Thomas D. pred' Remover' Oves pred' ante vicesimum primum Diem Novembris prox' sequen. Spa' Pen' Poit' 7 s. 6 d.

Et ulterius present' quod Willielmus A. permittit Ignem (Anglice Fire) uri in Domino sua sine Foco; l'o' ordinat' est quod Willielmus A. pred' erigar Focum ad Domum pred' ante vicesimum tertium Diem Novembris prox' sequen' sub Pen' 16 s. 3 d. Pen. Poit.

Ordinat' est quod Johannes S. bene & sufficien' repar' Dom' su' ante Festum Annunciationis beate Marie Virginis prox' sequen' sub Pen' faciend' Defalt' ad forisfaciend' 20 s. Ordo fit.

Ordinat' est etiam quod Johannes D. vel ejus Tenen' Escuraret & purgaret Fossam suam apud, &c. adjacent' &c. ante secundum Diem Februarii prox' sequen' Spa' Ordo fit. 10 s.

Et

Et ulterius Ordinatur est quod omnes Tenen-
hujus Manerii concurrerint super Citationem
Johannes L. Ballivi Manerii pred' inspec-
re Metas Manerii pred'. Et narrent eas-
dem apud prox' Cur.

Ad hanc Cur' Domini Manerii pred' con-
cesser' Licen' Johanni L. Gen. ad Dimit-
tend' omnia & singula Customat' Messuag'
terras & Tenementa sua infra Maner' pred'
alicui Personæ vel Personis pro aliquo ter-
min' Annorum non exceden. terminum viginti
& unius Annor' computand' a Festo, &c.
prox. sequen. si Stat. pred' Joh'is de & in
eadem tam diu continuer', &c.

Licen' Di-
mitt' aliquo
primo non
exceden' 21
annorum.

Ad hanc Cur' Licentia concess' est Edro' Um' al' Li-
T. de, &c. ad Dimittend' Messuag' five Te-
nement' suum cum pertin' infra Maner' pred'
nunc in tenur' ipsius Edwardi vel assigno' su-
vel aliqua inde parcel' alicui Idoneo subtenen-
ti vel Idoneis subrentib' a Festo Annunci-
ationis Beate Mariæ Virginis nunc prox. se-
quen' pro termino Vigin' & un' annor' de-
inde prox' sequen' si Stat. pred' Ed'ri J.
de & in Premiss' tam diu continuat' Ita
quod Domus sepes Fossat & al' Fensur'
Premissor' de die in Diem bene & sufficien.
Reparantur & amendantur & Redd' onera
opera Sect' consuetud' & Servic' inde D'no
debit & de Jure Consuet' benef' & fideliter
reddantur & persolvantur alit' hec Licen-
cia vacua erit.

Um' al' Li-
cenc. Di-
mit.

anglice
Redd', hage
woth
rents, custom
services

Ad hanc Cur' venit Ed'rus G. & surfu'
redd' in manus D'ni un' Messuag' five Te-
nement' jacen' infra Maner' pred' nuper in
tenur'

Surfu' redd'

tenur' &c. ac tot' Stat' juri titulu' Interest'
clam' & Demand' su' de & io Premiss' pred'
cum pertin'. Ea intentione quod D'ous
inde facer' Voluntat' suam.

Nova Con-
cessio Jo-
hanni B.

non dicitur
in nobis
m. 10. 11.

Ad hanc Cur' venit Johannes B. & cepit
de D'no Manerij pred' ex tradicone Sen'
pred' Un' Tenement' ac Triginta acr' terr'
prat' & Pastur' cum pertin' infra Maner'
pred' nuper in tenur' Willi' A. defunct'
Habend' & Tenend' Tenement' ac trigini'
acr' terr' pred' cum omnibus & singulis suis
pertin' prefat' Joh'ni B. necnon Joh'ni &
Thomæ fil' ejus' pro termino vitæ cor' & cor'
alter' diutius successive viven' ad voluntat'
D'ni Secund' consuetud' Maner' pred' per
Redd' inde per Annu' 3 s. 4 d. Ac pro
Heriot' cui accid' trigini' solid' ac per oia
ali' Redd' onera opera Sect' Consuetud'
& servio' inde prius debet' & de jure Con-
fuet' ac pro tali Stat' & ingru' sic in Pre-
miss' habend' prefat' Johannes B. Dat'
D'no de Fine Octoginta Libras premantib'
soluto. Et sic admitt' est inde Tenen' &
fecit D'no fidelitaz sed Fidelitaz alior' re-
spectuantur quousque, &c.

Concessio
Th. m. D.

Ad hanc Cur' venit Thomas D. & cepit
de D'no in pred' Cur' un' parv' Dom' habi-
tabil' cum Gardino adjacen' cont' per Estim'
quinq' acr' nuper parcel' Customar' Tene-
ment' Johannis L. & per ipsu' Joh'em cum
Tenement' pred' sursum redd' in manus D'ni
Habend' & Tenend' Dom' & Gardin. pred'
cum su' pertinen' prefat' Thomæ D. pro
vit' Willi' D. fil' Diet' Thomæ Johannis D.
fil'

fil' &c. & Geo. L. fil' &c. pro termino vi-
tar' cor' & cor' alter' diutius successive vi-
ven' ad voluntat' D'ni secund' Consuetud'
Maner' pred' per redd' inde per Ann' 1 s.
6 d. Ac per oia al' redd' onera opera Sect.
Consuetud' & Servic' inde prius debet' &
de jure consuet' ac pro tal' Stat' & ingra-
fic in Premiss' Habend' prefat' Thomas D.
Dat D'no de Fine 12 l. 10 s. premanib'
solut'. Et sic Admiss' est inde Tenen' & se-
cit D'no fidelitat' sed fidelitat' alior' respec-
tuantur quousque, &c.

Ad hanc Cur' venit Will'us T. & Cepit
de D'no ex traditione Agidii J. Gen. Senes-
ibid' secund' Consuetud' dicti Manerii
Rev'con' unius Cottagii infra Maner' pred'
ac un' Cli' Terr' cont' tres aci' cum pertin'
pred' Cottag' spectan' nunc in tenur' Tho-
mæ L. Habend' & Tenend' Reversionem
pred' necnon Cottagium ac Ctm' Terraz dict'
Cottag' spectan' prefat' Will'o T. & Ed'ro T.
fil' ejus pro termino vitar' suar' & vit' cor'
diutius viven' secund' consuetud' Manerii
pred' statim & immediate cum post Mort'
sursu' reddit' sive Forisfactor' pred' Tho-
mæ L. acciderint aut alii cu' ad manus
D'ni Premissa evenire contiger' per redd'
inde per Ann' 5 s. cum accid' ac per omnia
al' Redd' Opera Opera Consuetud' & Servic'
inde prius debet' & de Jure Consuet' & pro
tal' Stat' & ingr' sic inde Habend' prefat'
Willielmus dat Dor' pro Fine 16 l. pre-
manib' solut'. Et sic admissus est inde Te-
nen' ut in Reversion' & Fidelit' respectuat'
quousq; dict' Reversio acciderit.

Concessio
in Rev'con'

Ad

Grant in
Reversion
to two Per-
sons.

Ad hanc Cur' vener' Andreas L. & David' L. Fil' pred' Andreæ. Et ceper' de Domino in pred' Cur' Reversionem unius Messuagii sive Tenementi ac dimid' Virgat' Terr' cu' pertin' quond' in tenur' Annæ D. ac unius Tenementi cum pertin' jacen', &c. infra Manerium pred' modo in tenur' Will' L. pro termino vit' suar' Habend' & Tenend' Reversionem pred' de & in dicto Messuag' sive Tenementi cum suis pertinen' presat' Andreæ L. & Davidi L. pro termino Vitar' eor' & eor' alter' diutius successive viven' ad voluntat' D'ni secund' Consuetud' Maner' pred' Stat' cum post Mort' sursum redd' sive forisfact' dict' Willielmi L. aut aliquo al' modo Premiss' pred' ad Manu' Domini prius devenire contiger' per Redd' inde per Annu' 13 s. 4 d. Et pro duob' Her' cum accid' 7 l. 10 s. Ac per omnia al' Redd' Opera Opera Sect. Consuetud' & Servic' inde prius debui' & de Jur' consuet' ac pro tal' Stat' & ingr' sic inde in Reversione Habend' presat' Andreas & David' L. dans D'no de Fine 145 l. premanib' solus. Et sic admiss' sunt inde Tenen' ut in Reversione sed Fidelitat' eor' respectuantur quousque, &c.

Sursum red'
Max. L.

Ad hanc Cur' venit Maria L. qui clam' tenere pro termino vit' suæ & vitar' Johannis & Elizabethæ fil' per Cop' Rotulor' Cur' Maner' ibid' geren' Dat' vicesimo secund' die Aprilis Anno 5 W. 3. dimid. unius Tenementi cont' triginta acras terræ prat' & Pasturæ vocat, &c. cum pertin' infra Maner'

Maner' pred' & illa omnia & singula ac
 tot' inde Stat' uial' interef. Possessionem
 Reversionem Clam' & Demand' tam ipsius
 Marie L. pred' quam pred' Johannis & Eli-
 zabethæ fil' & cujuscumque eor' (unacu' Cop'
 inde fact' Cancelland.) in manus D'ni in
 pred' Cur' Surfu' redd' ut Dominus iude
 facer' Voluntat' su' unde accid' Domino un'
 Heriot' quod includitur in Fine subscript'
 super quo in ista ead' Cur' vener' prefat'
 Maria & Johannes fil' ejus & ceperunt de
 D'no in pred' Cur' ex tradicon' Sen' pred'
 Promiss' pred' cum pertine' Habend' & Te-
 nend' dimidium Tenementi pred. cum omnib'
 & singulis suis perrin. prefat' Marie L. & Joh'i
 L. necnon Annæ fil' ejus pro termino vitar'
 eor' & eor' alter' diutius successive viven'
 ad voluntat' Domini secund' Consuetud'
 Manerii pred' per redd' inde per Ann'
 6 s 8 d. ob' ac. un' Heriot' cum accid' ac
 per omnia al' Redd' Onera Opera Sect.
 Consuetud' & Servic' inde prius debuit' &
 de Jure Consuet' ac pro tali Stat' & ingr' sic
 in premiss. Habend' prefat' Maria & Joh'nes
 dant Domino de Fine 28 l. premanib' solut'
 & sic pred' Maria L. admittit' est inde Te-
 nen' & fecit Domino Fidelitat' sed fidelitar.
 dicti Joh'is & Annæ fil' respectuantur quous-
 que, &c.

Nova con-
 cess' Marie
 & Johanni
 L.

A Hun-

A Hundred Court-Leet and Court-Baron.

Hund' de A. } Cur' legal' & iust'
 & } Franci plogii cum Cur'
 Maner' de B. } Maner' prenob' Tho-
 ma Dom' G. Baroni
 de, &c. in Com' &c.
 ibm' Tenth' vicesimo
 Sexto die Aprilis Anno
 Regni Domini nostri
 Georgii, Dei Gratia
 Magn' Britannia,
 Franc' & Hibernia
 Regis Fidei Defensor'
 &c. Primo Annoq;
 Domini 1714. Coram
 Egidio J. Gen. Se-
 neschal' ibm'

Ball'us - Georgius D. ap.

Constab' Willielmus E. venit ad officium
 suum exequend' & Jur' ad pre-
 sentand'

A. - - Johannes L. Decennar' ibm' venit
 plene cum tot' decenn' suo & dat'
 D'no de cert' redd' ad hunc diem
 debit. 6s. 8d. & Jur' ad presentand'.

B. - - Edwardus W. Decennar' ibm' venit
 plene cum tot' decenn' suo & dat'
 D'no de cert' redd' ad hunc diem
 debit. 6 s. & Jur. ad presentand'.

C. Tho-

The Court-keeper's

A. It' present' ad officium decennar' ibi'm
pro Anno sequen' Edwardum T. & ipse Jur.

It' present' ad officiu' Decennar' de de-
decenn' de B. pred' pro Anno sequen' Tho'
D. & ipse continuar'.

C. It' present' ad officium Decennar' ibi'm
pro Anno sequen' Johannes L. Qui ex Li-
cenc' Cur' posuit in loco suo Willielmum
A. Et ipse Jur'.

It' present' quod, alta via ducen' ab le
magn' pont' ad le Superiorem finem de le
J. *stretes*, in decasu est & precept' est quod
alta via pred' repar' per le Separat' Person'
concernat' eadem facere ante vicefimum
Quartu' diem Junii prox' sequen' spa' 11 s.

It' present' quod Edwardus D. obstruxit
aquecursus versus terr' Thome H. apud
locum voc' &c. ad damn' pred' Thome H.
I'o precept' est quod Edward' obstructionem
pred' remover' infra decem dies nunc prox'
sequen' spa' 6 s. 8 d.

It' present' quod Thomas B. de, &c.
nondu' reparavit sepem su' apud &c. sicut ad
ult' Cur' ei precept' fuit I'o forisfecit pena'
in ea' Cur' imposu' (viz.) 10 s. & nunc pre-
cept' est de novo quod Thomas B. pred'
sepem su' pred' bene & sufficien' emendare
infra tres septimanas prox' sequen' spa' ul-
terius 10 s.

It' present' quod Molendin' Thome L.
in decasu est & debet reparari cui precept'
est Molendin' su' pred' sufficien' reparare &
emendare infra tres Menses nunc prox' se-
quen' spa' 20 s.

It' present' quod Thomas D. qui de Do-
mino tenuit pro termino vii' s. per Cop'
Rotulor'.

Compositio.

Rotulor' Cur' Maner' ib'm unum Tenementum cum pertin' infra Maner' pred' citra ult' Cur' diem suum est extrem' unde accid' Domino unum Her' 23 s. solut'. Et quod Johannes fil' ejus est prox' inde tenen' pro termino vit' sue secund' consuetud' Maner' pred'. Qui venit & clam' su' inde fecit & Petit se inde admitti tenen'. Quod ei conceditur & admiss' & fecit D'no fidelitar' suam.

It' present' quod Willielmus B. qui de Obir' de Domino tenuit pro termino vit' sue per Tenent' Cop' Rotulor' Cur' Maner' ib'm unum Messuagium cum pertin' infra Maner' pred' citra ult' Cur' obiit' unde accid' Domino un' Herr' 2 l. 10 s. Et quod Maria vid' & relic' ejus est prox' tenen' Messuag' pred' cum pertin' pro termino viduitat' sue secund' consuetud' Maner' pred'. Que non venit clam' suum inde facere I'o dies datur ei ad prox' Cur'.

Ad hanc Cur' venit Willielmus E. & clam' tenere pro termino vit' sue per duas Admissio. Separat' Cop. Rotulor' Cur' Maner' ib'm geren' dar' &c. un' Messuagium ac unam virgat' terr' & un' Cottag' cum pertin' infra Maner' pred' nuper in tenur' Thome E. Patr' sui defunct' & petit se inde admitti Tenen'. Quod ei conceditur & admiss' est & fecit Domino fidelitar' suam.

Memorand'. Quod 3 die Maii, &c. Apud &c. Johannes F. de, &c. qui clam' tenere pro termino vit' sue per Cop' Rotulor' geren', &c. (inter alia) un' Tentment, &c. voc'

von' Teum' perin' infra Maner' pred' modo
in tenur' ipsius Johannis venit cor' me' Agir
die J. Gen. Seneschal' Maner' pred' & (in
presencia Johannis H. & Thome B. duor'
Castomar' tenen' Maner' pred') Tenement'
cum suis pertin' ac tot' inde Stat' ritul'
interet. Possessionem clam' & demand' suam
ipse Johannis H. in manus Domini sursum-
reddidit ut Dominus inde facer' volum'
suam.

Sursumred-
didit.

Ad hanc Cur' vener' Johannes D. & Eli-
zabetha ux' ejus (eadem Elizabetha sola &
secreto exaiat per Seneschal') & sursumred-
diden' in manus Domini per manus Senes-
chal' sedm' consuetud' Manerii pred' un'
Messuagium sive Tenement' vocat' &c. &
Quinquagim' aer' terr' prae & Pastur'
spectan' cum pertin' infra Maner' pred' ac
ux' Stat' jus ritul' interet. clam' & demand'
tam pred' Johannis D. & Elizabetha ux' ejus
de & in Messuagiu' sive Tenement' & pre-
miss' pred' cum pertin' Virtute cujus tot'
Stat' jus ritul' & interet' pred' Johannis &
Elizabetha de & in Premiss' determinans.

Sursumred-
didit vir-
tut' Lit'r
Attorn' &
Nova con-
cess.

Ad hanc Cur' venit Thomas L. de. &c.
Virtute Lit'rum sive Warrant' Attorn' in-
script' geren' dat' &c. & fact' per Willi-
elmum T. de. &c. infra Maner' pred' &
nunc offens' in Cur'. Qui quid' Will'as T.
Clam' tenere pro termino vir' suae & vir'
Thome fil' ejus per Cop' Rotulor' Cur'
Maner' ib'm geren' dat' &c. un' Messuag'
sive Tenement' & un' Claus' terr' vocat'
&c. cont' per estim' &c. un' prae voc' &c.
cont'

cont' & tresdecim acr' terr' arr' in col'bus
campis de &c. (five plus five minus) cum omni-
bus suis pertinen'. Et illa omnia & sin-
gula ac tot' inde Stat' tituli interest. Posses-
sionem reversionem Clam' & demand' tam
ipsius Willielmi T. quam prefat' Thome fil'
ejus (unacum dicta Cop' cancelland) pre-
fat' Willielmus T. sol' Premissor' perquisi-
tor' existens, ipse Thomas L. pro & in no-
mine dicti Willielmi T. in manus Domini
in pred' Cur' sursumreddidit ut Dominus
inde facer' voluit suam unde accid' D'no
un' Harr' quod includit, in Fine subscrip-
super quo in ista eadem Cur' prefat' Williel-
mus T. per pred' Thomam L. Attornat' in
pred' de novo cepit de Domino in pred'
Cur' extraditione Sen'li pred' Messuag' five
Tenement' & omnia & singula Premiss' pred'
cum omnibus & singulis suis pertinen' Ha-
bend' & Tenend' Messuag' five Tenement' &
Premiss' pred' cum omnibus & singulis per-
tinen' sibi prefat' Willielmo T. necnon Jo-
hannis & pred' Thome fil' ejus pro termino
vitar' eor' & eor' alter' diutius successive
viven' ad voluntas' Domini secund' consue-
tud' Maner' pred' per redd' inde per Ann'
16 s. Et un' Heriot' cum accid'. Ac per
omnia al' redd' Onera Opera sect' consue-
tud' & Servit' inde prius debet' & de Jure
consuet'. Ac pro tal' Stat' & ingru' in
Premiss' habend' prefat' Willielmus T. dar'
Domino de Fine 35 l. premanibus solut'.
Et sic per pred' Thomam L. Attornat' suum
Admiss' est inde Tenen' sed fidelit' sua
& fidelit' alior' respectuant' quousq; &c.

Ad

Admissio &
Nova Con-
cess. in Jur.
ux.

Ad hanc Cur' venit Ric'us D. & in Jur' Elizabethhe uxor' ejus Clamat tenere pro termino vir' dict' Elizabethhe per Cop' Romlor' Cur' Maner' ib' m' geren' dai', &c. un' Tenement', &c. jaceo. in, &c. infra Maner' pred' nunc in tenura, &c. E' in jure dicte sue uxore' petit se inde admitti Tenen'. Quod ei conceditur & admiss' est, &c. Et postea in ista eadem Cur' vener' prefat' Richardus D. & Elizabetha uxor ejus & Tenement' pred' cum suis pertinen' ac tot' Scat' Tiral' interef. Possessionem clam' & demand' eor' & utriusq; eor' de & in iisd' Premiss. ipsi Richardus & Elizabetha (pred' Elizabetha prius per Sen'lin sol' & secret' examinat') in manus Domini in pred' Cur' sussumreddidit ut Dominus inde facer' voluntat' suam unde accid' Domino dno Heriot' que includitur in fine subscript' super quo in ista eadem Cur' revenit prefat' Elizabetha D. & ex assensu dicti sui viri cepit de Domino in pred' Cur' Tenement', pred' cum suis pertinen' Habend' & Tenend' Messuagium sive Tentu' pred' cum omnibus & singulis suis pertinen' sibi prefat' Elizabethhe D. necnon Thome fil' ejus pro termino virat' eor' & eor' alter' diutius successive viven' ad voluntat' Domini secund' consuetud' Maner' pred' per redd' inde per Ann' 13 s. 4 d. ac un' Her' cum accid' ac per omnia al' redd' onera opera sect' consuetud' & Servic' inde prius debir' & de jure consuer'. Ac pro tal' Scat' & gru' sic in premiss' habend' prefat' Elizabetha D. dai' Domino de Fine 75 l. premanibus

manibus solus. Et sic pred' Ricus D. mari-
tus dict' Elizabeth in iure dict' Elizabeth
uxor' ejus Adm'ss' est inde Tenen' & fecit
Dnino fidelit' sed fidelit' alior' respo-
quantur quousque, &c.

Ad hanc Cor' venie Will'm S. qui clam' tene-
re pro termino vit' sue & vitar' Will'i
& Marie fil' ejus per Cop' Rotalorum Cur'
Maner' ibidem gerent' dat'. &c. un' Clam'
Pastur' sive arr' voc', &c. cont' per eam
vigint' & octo Acr' cum domo nuper erect'
super eam pred' cum pertinent' infra Maner'
pred'. Et illa omnia & singula ac tot' inde
stat' titul' interest' possessionum reversionem
clam' & demand' ram ipsius Willielmi le
Pat' quam ipsius Willielmi & Marie fil'
ejus & cujuslibet eorum (unac' Cop'
inde fact' cancelland') ipse Will'm S. le pat'
(sot' premisor' perquisitor' existens) in ma-
nus D'ni in pred' Cur' sursum redd' in D'nis
inde facer' voluntat' su' unde accidit' D'no
un' Her' quod includit' in fine subscript'
super quo in ist' eadem Cur' vener' prefat'
Will'm le pat' & Will'i fil' ejus & ceperunt
de D'no in pred' Cur' o'ia & singula pre-
miss' pred' cu' su' pertinen' Habend' & Te-
nend' o'ia & singula premiss' pred' cu' su'
pertin' prefat' Will'o S. le pat' & Will'o fil'
ejus necnon Anne fil' pred' Will'i S. le fil'
pro termino vitarum eorum & eorum alter'
diutius successive viven' ad voluntat' D'ni
secund' consuetud' Maner' pred' per redd'
inde per Ann' 12 s. ac un' Heriot' cu' ac-
cidit' ac per o'ia al' redd' on'a opera fact'
consuetud' & servic' inde prius debet' & de
jure

Sursum
redd' & n'a
Concess'
cum Cop'
Licenc' di-
mittere pro
termino
Vigint' &
un' anno-
rum.

The Courtkeeper's

jure confect'. Ac pro tal' Stat' & m'gr' sic
in premis' Habend' prefat' Will'us S. le
pat' & Will'us le fil' dant D'no de fine 20 l.
premanibus solut'. Et sic pred' Will'us le
pat' Admis' est inde tenen' & fecit D'no
fidelit' su' sed fidelit' dicti Will'i le fil'
& Anne respectu huius quosque &c. Et
ulterius licentia concess' est pred' Wil-
lielmo le pat' Willielmo fil' ejus ad di-
mittend' premis' pred' cum su' pertinen'
Thome L. de, &c. Yeom' Executoris' Ad-
ministrato' & Assignat' su' pro termino
21 Annor' nunc prox' sequen' sup' Will'us S.
le pat' Will'us le fil' & Anna S. vel aliquis
eorum tandem vixerin'. Ita quod Domus
sepes fossat' & al' fenfor' premissor' de tem-
pore in tempus bene & sufficien' reparentur
& includantur. Et redd' on'a opera fec' con-
suetud' & servic' inde D'no debit' bene &
fidelit' reddantur & persolvant alit' hec li-
centia vacua erit.

Licentia
dimittere.

an D'no in pred' Will'us le fil' & Anna S. vel aliquis
eorum tandem vixerin'. Ita quod Domus
sepes fossat' & al' fenfor' premissor' de tem-
pore in tempus bene & sufficien' reparentur
& includantur. Et redd' on'a opera fec' con-
suetud' & servic' inde D'no debit' bene &
fidelit' reddantur & persolvant alit' hec li-
centia vacua erit.

an D'no in pred' Will'us le fil' & Anna S. vel aliquis
eorum tandem vixerin'. Ita quod Domus
sepes fossat' & al' fenfor' premissor' de tem-
pore in tempus bene & sufficien' reparentur
& includantur. Et redd' on'a opera fec' con-
suetud' & servic' inde D'no debit' bene &
fidelit' reddantur & persolvant alit' hec li-
centia vacua erit.

A Court-

**A Court-Leet of a Manor held
for a Guardian in the Minority
of the Lord.**

Maner' de Cur' vis. Franc' plegii Tho-
B. Ar' Guardian' Jo-
han B. Arm' D'ni Ma-
nerii pred' ibidem Tent' pro
pred' Man'io vicessimio se-
cundo die Octobris Anno
Regni Dom' nostri Georgii
Dei Gra' Mag' Britan'
Franc' & Hibern' Regis
Fidei Defensor', &c. primo
Annoq; Dom' 1714. coram
Egidio J. deput' sen' lo
Rico D. Ar' Seneschal'
ibidem.

Essex' - - - Ad hunc diem Essex', &c.
Jur' in Assis' - Ad hunc diem Jur' in Assis'
&c.

Decenn' ib'm Thomas D. Decennar' ib'm
venit plene cum tot De-
cenn' su' & Jur' ad pre-
sentand'.

Ele'co Decenn' ib'm Maria T. vid' pro Tene-
ment' suo voc' &c.
electa est in officio
Decenn' ib'm pro Anno
sequen'

sequen'. Qui ex Licenc'
Cur' posuit in loco suo
Edr'm T. Qui presti-
tit sacrum su' pro de-
bita executione offic'
pred'.

When continu'd, Thomas B. pred' conti-
nuat' est in officio De-
cenar' pro Decenn' de,
&c. pred' pro anno se-
quen' & prestitit Sa-
crum su' pro debita
executione offic' illius.

Jur' pro D'no Rege.

Thomas D.
Joh'es E.
Ric'us D.
Will'us L.
Rogerus T.
Joh'es F.
Edr'us B.

Will'us T.
Will'us C.
Joh'es D.
David' E.
Thom' R.
Joh'es F.
Georgius K.

Jur'

Jur'

Refian'.

QUI Jurat' & on'rat' sup' Articlos
d'cam Cur' tangen' dic' sup' Sacrum
su' quod.

sunt Rescian' infra Jurisdictionem hujus
Cur' & debent Sect' Cur'. Et ad hunc diem
fecer' defalt' p'o quilibet eorum in mia' 3 d.

M'ia.

Et ult'ius present' quod Thomas B. fodit
terr' in alta via ducent' ad, &c. Et ordinat'
est quod emendaret viam ill' ante prox' Cur'
Spa' 1 d.

Et ult'ius present' quod Will'us E. Joh'es P. Thomas D. &c. fodebant terram in alta via ducen' ad, &c. ad nocument' & dampnu' vie pred' & prejudicium tal' personarum ib'm transeun'. Et ordinat' est quod ipsi repar' & ponant viam ill' in bona repar' ante, &c. sub Pen' cujuslibet faciend' defalt' ad foris- Pen' po'it.
faciend' 6 s. 8 d.

Ordinat' est quod Thom' D. amoveat sterquilinum suum jacen' per Regiam viam ad- versus Domum su' ante Fest' Pasche prox' sub Pen' forisfac', 10 s. Ordo fir'.

Et ult'ius ordinat' est quod Ed'rus T. fac' & escurar' Fossatum suum apud inferiorem finem de, &c. continen' per estimation' viginti pertic' citra Festum, &c. prox' futur' sub Pen' pro qualib' pertica inde 6 d. Ordo fir'.

Et ult'ius ordinat' est quod Will'us E. faciat & manuteneat Pontem in claufo suo vocat', &c. in via ducen' de, &c. sub pen' forisfaciend' Domino 15 s. Ordo fir'.

Item Jur' pred' presentant Joh'em L. pro obstructione cujusdem Aqueduct' juxta Angulum Domus ejus ad nocumentum vie pedestris ducen' ad, &c. Et in defectu non Emendationis ejusdem ante, &c. prox' futur' Amerciand' ipsum 10 s. Pen' po'it.

Et ult'ius present' quod Laurent'us D. Constabular' (sive Decennar') de, &c. pred' non est hic ad visum Franc' pleg' ad present' quod ad offic' su' pertinet sed fecit defaltam l'o ipse in mi'a 6 s. 8 d. Pen' po'it.

Quodque omnia al' sunt bone.

E

A Court

Et

The Court-keeper's

A Court-Baron held by it self

Maner' de A. Curia Baron' Man'ii pred
in Com' B. } ib'm Tent' pro & in no'ie
Honorabil' Will' R. Ar
D'ni Man'ii pred
cessimo die Octobris, &c.
coram Egidio J. Gen'
Seneschal. ib'm.

Ellon' - - - Ad hunc diem Ellon'. &c.

Querel' - - - Ad hunc diem Querel'. &c.

Homagium ib'm.

Will'us G.

Ric'us F.

Georgius G.

Will'us L.

Job'es H.

Philip' J.

Will'us E.

Thomas E.

Will'us B.

Samuel' L.

Abrah'us L.

Thomas E.

Edrus G.

Jur'

Jur'

Veredict'
homag'.

QUI jurat & on'at sup' Articulos d'cam
Cur' Baron' tangen' die sup' Sacrum
su' quod Thomas L. Ar. Will'us E. Ar. &c.
Sunt liberi feftator' Man'ii pred' qui debent
secta' ad hanc Cur' & fecer' default' To' ipsi
sunt in m'm'ia.

Lib. sectat'
M'ia.

Tenen' per
indetur'.

Et ulterius present' quod Edrus W
Com. vi d. est

Thomas E. Hen'cus D. Maria T. Spinster,
exc. vi d.
Abrah'us L. in jur' ex' ejus, &c. sunt Te-
nent'

ment per Indentur Manu pred. Qui de-
bent secti ad hanc Cur. Po quilibet cor facien
defalt & non Eflon est in m'ia prout
patet sup capita eorum cujullibet.

M'ia.

Et n'itina present quod Petrus C. Joh'es F.
Com. Com. Customar'
Com. Com. tepen'.

Margaret S. vid' Wilus H. Thomas A.

Ed' rns A. &c. sunt Customar' Tenen'
Manu pred. Qui debent sectam ad hanc
Cur. Po quilibet cor facien' defalt & non
Eflon est in m'ia prout patet super capita
eorum cujullibet.

M'ia.

Et ulterius present quod Tenement'
Thome D. in decasu est. Et ordinat' est
quod pred' Thomas repar' Tenement' suum
ante secundum Diem Februarii prox' se-
quen sub pen' 15.

Pen' po'it.

Et ulterius present quod Anna L. non
reparavit Horren' & Stabulu' pertinen' le
Tenement' suum, &c. secundum tenorem
ordinis facti ad ult' Cur' tent' pro Manerio
pred' per quod ipsa forisfecit Pen' ordi-
nis ill' ad 20. Et ordinat' est quod pred'
Anna bene & sufficien' repararet Horreu' &
Stabulu' pred' ante viceffimum diem Martii
prox' sequen' sub Pen' faciend' defalt' ad
forisfaciend', 5 l.

Pen' po'it.

Ordinat' est quod Joh'es F. bene & suf-
ficient' repar' domum & stabulu' suum ante
Festum Annunciationis beate Marie Virginis
prox' sequen' sub Pen' faciend' defalt' ad for-
isfaciend', 20.

Pen' po'it.

Ordinat' est quod Maria L. escuraret
fossam suam in Cl'o suum vnc' &c. extend'
in longitudine, &c. ante viceffimum primum

diem Decembris prox' sequen' sub Pen' faciend' defalt' forisfaciend' 6 s. 8 d.

Ordinat' est quod pred' Maria L. escuraret & purgaret fossam suam int' quoddam Vicu' voc' &c. & quend' in Rivulu' voc' &c. super illud Latus quod adjungit Marisco voc' &c. Pen' po'it. ante secundum diem Februarii, &c.

Ordinat' est quod Hen'cus B. purgaret tant' fossam suam cont' Thom' E' Leaze, voc' &c. quod pervenit ipsi ante tertium diem Maii prox' sequen' &c. Pen' po'it.

Ordinat' est quod Hen'cus T. escuraret & purgaret Aquecursum a quodam loco voc' &c. usque ad caput Fontis, ante Festum Annunciationis beate Marie Virginis, &c. Pen' po'it.

Ordinat' est quod Ed'rus T. gen' bonas & sufficient' omnes metas faceret contra Claus. voc' &c. pertinen' &c. ante secund' diem Februarii prox' venien' Spa' 10 s. Pen' po'it.

Ordinat' est quod Johannes M. bon' & sufficient' metas faceret ab superiore parte Cl'i voc' &c. ante, &c. Et ordinat' est quod fensur' pertinen' inferiori Campo de, &c. bene & sufficien' repararent' per eos ad quos pertinen' ante, &c. Pen' po'it.

Ordinat' est quod Rivulum (angl'ce *Reen*) in, &c. ab fossa Willi A. absque vico voc' *the Lane*, escuraret' & purgaret' per eos qui debent escurare eandem ante, &c. prox' sequen' sub Pen' cujusslibet faciend' defalt' forisfaciend' 20 s. Pen' po'it.

Et ulterius present' quod fossa Domini Manerii curren' &c. in decasu est pro defectu sufficien' purgationis & Escurationis. Et debet purgar' & escurar' ante Festum, &c.

Et

Et ulterius present' quod via privata pro Domino & Tenen' hujus Manerii ab, &c. utque ad, &c. in decasu est & quod ead' debet reparar' per Dominum Manerii pred.

Et ulterius present' quod Will'us S. custodivit in domo sua quendam Thomam F. ux inquilinus (Anglice *Inmate*) vel subient' per spatium tres Mensium contra Statut' I'o ipse forisfec' Pen' Statut' ii' (viz.) 10 s. pro quolibet mense.

Pen' po'it.

Et ulterius present' quod Joh'es B. & Will'us E. Custodiver' separal. Canes venaticos (Anglice, *Greybounds*) Et ordinat' est quod Canes ill' seifiti erint ad usum Domini Manerii pred.

Et ulterius present' quod Thomas B. superon'avit Coi'as cum oyibus ad magou' prejudicium Tenen' hujus Manerii I'o ipse est in m'ia 6 d. 8 d.

Et ulterius present' Joh'em B. pro consimili Pen' po'it. delicto, &c.

Et ulterius present' quod Thomas D. Ed'rus F. &c. fecer' Incrochiament' & incluser' separal' parcel' Coi'arum ibidem pro Gardinis. Et ordinat' est quod quisquis eorum patefaceret Incrochiament' ill' ante Festum, &c. spa' &c.

Pen' po'it.

Et ulterius present' quod Will'us E. fecit Incrochiament' & erexit domum super vastum. Et quod debet remove Incrochiament' ill' nisi agreearet cum Domino pro tal' offens'.

Et ulterius present' quod Thomas D. erexit unum Cortagium super vastum Domini Manerii absque quatuor Acris terre

E 3

eid.

eid. Cottag. annex & sine Licen' Domini
Manerii, &c. Io forisfac' p'ci, &c.

Et alterius present quod omnia sunt bona.

Will'us T. }
Aliter }
Thomas E. }

Sursum
redd'
Will'i. T.

Ad hanc Cur' venit Will'us T. Customar
tenen' Manerii pred. & in plena Cur' sursum
redd' in manus Domini unum Messuagium
sive Ten' vocat', &c. continen' per estima-
tion' quinquagint' acr' terr' Prati & pasture
cum pertin' olim in tenur', &c. defunct' &
modo in tenur' pred. Will'i T. ex intentione
quod Dominus voluntat' suam inde facer'
super quam sursum reddition' accid' Do-
mino Heriot' que composu' pro tribus libris
& decem Solidis Domino premanibus solut.
Et ad istam eand' Cur' venit Ed'rus T. fil'
pred Will'i T. & cepit de Domino Manerii
pred' ex tradition' Seneschal' pred' premissa
pred' cum pertin' Habend' & Tenend' Mes-
suagium sive Tenementum pred' cum om-
nibus & singulis suis pertin' prefat' Ed'ro T.
& Thome T. & Elizabethhe E. ux' Joh'is E.
& fil' pred' Will'i T. pro termino vitarum
eorum & vite alterius eorum diutius viven'
successive secundum consuet' Manerii pred'
per Annual' redd' sex solid' quinque Denar'
& unius obul' Ac per o'ia al' on'a opera
Heriot' consuetud' & servic' inde prius de-
bit & de jure consuet'. Et pro tali Stat'
& ingre' sic in premissis Head' pred' Ed'rus T.
dedit Domino de fine trigint' libr'. Et sic
pred' Ed'rus T. admissus est inde Tenen'
Et fecit Domino fidelitat' sed fidelitas pred'
Thome

Thome T. & Elizabeth E. respectuantur
quousque, &c.

Ad hanc Cur^a ven^t Thomas B. & in plena Nova Con-
ditione Seneschalⁱ predⁱ Reversion^e unius Thome B.
parvi Tenementⁱ cum pertin^{ti} scitu^r & exi-
sten^t, &c. infra Manerⁱ predⁱ Habendⁱ &
Tenendⁱ premissa predⁱ cum pertin^{ti} prefatⁱ
Thome B. & Will^o B. fratri predⁱ Thome pro
termino vitarum eorum & vite alterius eor^{um}
diutius viven^t successive secundum consuetud^{em}
Manerii predⁱ statim & immediate post mor-
tem fursum reddⁱ sive forisfacturⁱ Willⁱ H.
vel quocunque alⁱ modo premissa predⁱ ad
manus Domini devenire contigerint per An-
nual^e reddit^u un^u Solid^u & sex Denarⁱ. Et
per o^{mn}ia alⁱ o^{mn}a deb^{ita} consuetud^{em} & servicⁱ
inde prius deb^{ita} & de jure consuet^{em}. Et
pro talⁱ Stat^u in premissⁱ sic inde habendⁱ
predⁱ Thomas B. dat^u Domino de fine sep-
tem Librarum. Et sic predⁱ Thomas admisⁱ
est inde Tenen^t in reversione sed fidelitas
respectuatur quousque, &c.

Ad hanc Cur^a venit Joh^{es} D. Et cepit de
Dominis Manerii predⁱ unum Tenementum
jacen^t, &c. cum omnibus & singulis suis per-
tinen^t eidem Tenemento spectan^t que om-
nia & singula premissa nuper fuerunt in te-
nura sive occupatione cujusdem Marie B.
vid. nuper defunct^e Habendⁱ & Tenendⁱ
Messuagium sive Tenementⁱ predⁱ cum om-
nibus & singulis suis pertin^{ti} prefatⁱ Johⁱ D.
Thome D. & Marie D. filio & filio predⁱ
Johⁱ D. pro termino vitarum eorum & eor^{um}

Nova Con-
cessio Jo-
hanni D.
ab separatⁱ
Dominis.

alterius diutius viven' Successive secundum consuetud' Maner' pred' per redd' per an' 6 s. 8 d. Ac per opt' aver' sive bonum suum no'ie Heriot' vel 3 l. pro inde ad electionem D'norum cum accider'. Ac per o'ia al' on'a opera consuetud' & servic' inde prius debet. Et de jure consuetud' & pro tali Stat' & ingr. sic in premis' ut pred' habend' d'cus Joh'es dat' dictis Dominis de fine 110 l. premanibus solut'. Et sic pred' Joh'es D. admittit inde Tenen'. Et fecit dictis Dominis Manerii pred' fidelit' sed fidelit' pred' Thome & Marie respectuantur quousque, &c.

Nova Con-
cessio in re-
v' sione
Ed'ro H.

Ad hanc Cur' venit Ed'rus H. & cepit de Domino ex traditione Ægidii J. gen' Seneschal' ibidem Reversionem unius Messuagii sive Tenement' in, &c. & separal' parcel' terr' spectan' cont', &c. cum pertine' nunc in tenura Thome H. Habend' & Tenend' reversionem pred' necnon Messuag' Tenement' & &c. ac omnia, singula & cetera premis' cum pertine' prefat' Ed'ro H. pro vita Joh'is H. & Will'i H. & vita eorum diutius viven' successive secundum consuetud' Manerii pred' immediate post mort' sursum red-ditionem sive forisfactur' Thom' H. pred' sive aliter quovis modo ad manus dicti Domini evenire contigerit Tenend' per annual' reddi' &c. ac unum Heriot' cum acciderit ac o'ia al' on'a consuetud' & servic' inde prius debet & de jure consuetud'. Et pro tali Stat' sive ingru' suo de & in premis' habend' pred' Ed'rus H. dat' Domino de fine octogini' libras premanibus solut'. Et sic admissus est

est inde Tenen' in reversionem sed fidelitar' respectu' quousque, &c. Proviso semper Proviso. & agreeatum est inter partes pred' quod licit' erit ad & pro pred' Will'o B. Domino Manerii pred' & Hered' & Assign' suis. Et omnibus al' person' ad quos eadem premissa pertinerent omnibus temporibus Anni duran' termino pred' ire preterire & redire cum Equo sive Equis vel aliquibus aliis quibuscunque per & trans Claus. votat' &c. parcel' terr. premen' & si Ed'rus, Joh'es & Will'us hoc facere recusaverint sive alter' eorum recusaverit quod tunc hec presen' concessio vacua erit & nullius vigoris.

The Court-keeper's

A Court-Baron of a Manor or
Prebend, with special Present-
ments, Surrenders, Grants, with
Exceptions, &c.

Prebend' de } Curia Baron' Joh'ls B. Gen'
B. } D'ni. sive firmar' Man'is
& Prebend' pred' ibidem
tanti die Martis. decimo
quarto die Septembris. An-
no Reg' Ric' per Agidum
J. gen' Seneschal. ib'm.

Essex - - - Ad hunc diem Essex, &c.

Homagium ib'm.

Georgius W.

Will'm D.

Jacobus E.

Joh'es E. &c.

} Jur'

Juratores pred' super Articulos dictam Cur'
Baron' tangen' dic' super sac'm su' quod
Johannes L. Thomas H. Abrahamus B. Ca-
rolus D. &c. sunt tenen' per Cop' rotular'
Cur' Manerii pred' qui debent sectam ad
hanc Cur' & fecer' defali' Ideo quilibet eor'
est in misericordia 12 d.

Et ulterius present' quod Thomas E. Jo-
hannes D. Richardus C. Thomas E. Ed-
wardus B. Johannes F. &c. sunt tenen. per
In;

Indentur Manerii pred' qui debent sextam
ad hanc Cur' Ideo quilibet eorum faciend'
defalt' & non Efton' est in misericordia 6 s.

Et ulterius present' quod secundum anti-
quam consuetud' Manerii pred' tres persone
que fuer' Tenen' Manerii pred' nominari
debent per Homagium ad exequend' officiu'
Collector' reddit (anglice, *Rent-reeve*) Do-
mini infra Manerium pred' ea intentione
ut Dominus vel ejus Seneschall' pro tempore
existen' appunctuaret un' pred' trium perso-
narum in officium pred'. Et in prosecution'
consuetud' pred' Homagium pred' nomi-
naver' Willielmum S. Johannem H. &
Thomam S. qui presentat' existen' Seneschal'
& per ipsu' pen' inspect' idem Seneschallus
acceptavit pred' Thom. S. ad exequen-
officiu' pred'.

Electio
Collector'
reddr.

Et ulterius present' quod Johannes B. nu-
per un' Customar' tenen' hujus Manerii
unius Messuagii, &c. infra Maner' pred'
obiit post ult' Cur' Manerii pred' ten' per
ejus mortem accidit Domino un' Heriot'
quod Dominus recepit. Et quod Thomas B.
est prox' tenen' in reversione pro termino
vite sue secundum consuetud' Manerii pred'.

Obiit Jo-
hannis B.

Et ulterius Homagium pred' present' quod
Thomas D. nuper un' Customar' Tenen'
hujus Manerii Tenementi singar', &c. infra
Maner' pred' obiit ex quo ult' Cur' Manerii
pred' ten' per ejus mortem accid' Domino
de Her' 4 l. Quodque Willielmus D. est
prox' in reversione & debet tenere premissa
pred' cum pertin' pro termino vite sue se-
cund' consuetud' Maner' pred'. Qui quidem
Willielmus presens est hic in Cur' & fecit pre-
fat'.

Obiit Tho-
me D.

fat' Domino fidelit' & Admissus est inde
tenens.

Obit Ma-
ria E. vid.

Et ulterius present' quod Maria E. vid.
super on' Customar' tenen' hujus Manerii
consullem Messuagii sive Tenementi & di-
versarum parcell' ten' prati & pastur' cum
pertin' Obit ex quo ole' Cur' Manerii pred'
ten' per cujus mortem accidit dicto Domino
pro her' optimum bonum (viz.) una
vacca pretii 35 s. quam Dominus Manerii
pred' recepit in pecuniis numerat'. Quod-
que Johannes L. fil' pred' Marie est prox'
in reversione & debet tenere premissa pred'
pro termino vite sue secundum consuetud'
Manerii pred'. Qui quidem Johannes pre-
sens est hic in Cur' & pet' de premissis pred'
admitti tenen'. Qua petitione audita &
Dominus Manerii pred' per Seneschall' pred'
per virgam secund' consuetud' Manerii pred'
concessit prefat' Johanni seismam premissor'
pred' cum pertin' Habend' & tenen' pre-
missa pred' cum pertin' prefat' Johanni pro
termino vite sue secundum consuetud' Manerii
pred' per annual' reddit' Heritor' ac on' a op'a
& servic' inde prius debet & de jure ex an-
tiquo consue'. Et pred' Johannes fec' pre-
fat' Domino fidelitatem suam.

Admissio
Joh's S.

Sorsum
redd' Wil-
helmi L.

Ad hanc Cur' vener' Willielmus L. &
Anna uxor' ejus (eadem Anna sola & secret'
examinat' in present' Homagii existenti)
& sorsum reddider' in manus Domini per
manus Seneschalli pred' secundum consue-
tud' Manerii pred' annui Domum situat',
&c. & rus' Cl'm' &c. continen', &c. vel co-
circiter cum omnibus singulis pertin' super
parcell'

parcell' Custodiar' Tenementi nunc in occu-
patione Thome D. Ac tot' Stat' jus titulum
interess. clam' & demand' sua de & in pre-
missis pred'. Ea intentione quod Dominus
inde facer' voluntat' suam.

Ad hanc Cur' vener' Robertus T. Editha
ux' ejus & Johannes fil' pred' Roberti & E-
dithe (eadem Editha in aperta Cur' in pre-
sent' Homag' sola & secreti' examinat' exi-
sten') & sursum reddider. in manna Do-
mini per manus Seneschalli pred' secundum
consuetud' Maneri pred' unum Messuagium
&c. nuper in tenura, &c. delunct' & modo
in tenura, &c. Ac tot' Stat' jus titulum in-
teress. clam' & demand' tam pred' Ro-
berti T. & Edithe ux' ejus quam pred' Joh'is
de & in premissis predictis cum pertin' vir-
tute ejus tot' Stat. jus titulum interess.
clam' & demand' pred' Roberti Edithe & Jo-
hannis de & in premiss. pred' determinantur
ut affirmatur per Homagium.

Sursum
redd' Ro-
berti T. &
Edithe ux'
ejus

Ad hanc Cur' Domini pred' pro se &
Hered' suis deder' & concesser' Licentiam
& legitimam potestatem Willielmo E. de
mittere concedere & ad firmam tradere ali-
cui persone vel aliquibus personis honestis
& idoneis unum Messuagium sive Tenement'
&c. infra Maner' pred' modo in tenura ip-
sius Willielmi cum omnibus terris pratis pas-
cuis & pasturis eidem spectant' & pertinen-
t' pro termino nonaginta & novem annorum
si pred' Willielmus E. & Johannes E. fil'
ejus vel aliquis eorum tam diu vixerit sive
pro minori tempore ad ejus libertatem (idem
ter-

Licenc' de
mittere
pro 99 An-
norum.

terminum incipiend' immedie post mortem
suum redd' vel forisfactur', &c.) quomodo
reddit' omnia opera consuetud' & servic' in
de prius debet' & de iure consuet' reddan-
tur & persolvantur. Et salvo semper di-
ctis Dominis Heredibus & assignat' suis
omnes forisfactur' de & in premis' serie

Concessio
Anne B.
Eliz. D.

Ad hanc Cur' venit Anna & Elizabetha D.
& ceper' de Domino sive firmat' pred' ex
traditione Seneschalli pred' per virgam se-
cundum consuetud' Manerii & coram Ho-
mibus ibidem unum Tenement' cum pertin'
voc' &c. firmat', &c. infra Maner' pred'
modo in tenuta, &c. Habend' & tenend'
Tenement' pred' cum pertin' prefat' Anne D.
& Elizabetha D. & Johanni fil' pred' Anne
pro seruicio vicarum eorum & eorum alter-
ius diuinus viven' successive secundum
consuetud' Maner' pred'. Reddend' per
Annum 6 s. 8 d. Ac un' Heriot' cum ac-
sociat' ac per omnia al' on'a opera consue-
tud' & servic' inde prius debet'. & de iure
consuet'. Et pro tali statu & ingru' sic
in premis' habend' eadem Anna dat' Do-
mino Manerii de fine summam pecunie in
eis concordat' Et pred' Anna D. fecit prefat'
Domino fidelitat' & admissa est tenen' in por-
tione, &c.

Concessio
in reuer-
sion' Anne
B.

Ad hanc Cur' venit Anna B. & Maria B.
& ceper' de Domino sive firmat' pred' ex
traditione Seneschal' pred' per virgam se-
cundum consuetud' Manerii pred' reversio-
nem totius ill' Messuagii sive Tenement'
voc' &c. cum pertin' firmat' & existent' in,
&c. infra Maner' pred' ac omnia & singula ter-
prata

prata & pascuis eidem feodum sive pertin
 parcell Maneri Prebend' pred' scilicet in
 Curtilag' continen per estimationem duas
 acras sive plus sive minus in parcell pascuis
 adiacen &c continen, &c. cum pertinentiis &
 singulis Commun' & al' pascuis eidem Maner'
 suas sive tenement' aliquo modo spectan
 sive pertine habend' & tenend' annua & in
 gula premissa pascua cum pertinentiis & reversio
 nem inde immediate post mortem futuram
 redditionem forisfactur' vel al' determina
 tion' utrum eorum prius acciderit. Sicut
 Franciscus B. vid' de & in premissis pred'
 pro termino vite eiusdem Franciscus secun
 dum consuetud' eiusdem Maneri dictis An
 ne B. & Marie B. pro termino vitarum di
 ctarum Anne & Marie necnon Samuel' B.
 & aliorum earum Anne Marie & Samuel'
 diutius vivos successive secundum consuetud'
 Maneri Prebend' pred' per annual' redditu
 s. 4. Et Heric' cum acciderit, Et per omnia
 al' opera consuetud' redditus & servic' inde
 prius debiti & de iure consueti. Et pro tali
 Statu & ingru' sic in premissis habend' pre
 far' Anna & Maria dant Domino Maneri
 quos de fine sum' inter eos concordat. Et
 sic prefat' Anna, Maria, & Samuel' admi
 sunt inde tenentes in reversione sed heredes
 eorum respective respectuamur quousq; &c.

Ad hanc Cur' venit Thomas D. & cepit
 de Dominis pred' ex concessione eorum per
 manus Sanelchal' pred' secundum consuetud'
 Maneri pred' Reversionem unius Mensuragii
 &c. jacen, &c. infra Maner' pred' modo
 in tenura, &c. (except' & semper reservat
 Dominus

Concessio
 Thome D.
 diversorum
 D'norum.

Exception. Dominis Manerij pred' Hered' & Assignat' suis omnibus Carbon' & Carbon' Mineria de in & super premiis pred' aut aliqua inde parte cum potestat' & licenc' effodiend' capiend' vendend' & abaciand' eadem omnibus viis & modis ad libertat' D' norum Manerij pred' Hered' & Assignat' suorum pro tempore existent' & ad omnia tempora) Habend' & tenend' omnia & singula premissa pred' cum pertina' (except' pre-except') prefat' Thome D. Anne ux' ejus & Sare & Marie filiabus pred' Thome D. pro termino vitarum eorum & alterius eorum diuini viven' successive secundum consuetud' Manerij pred' immediate prox' post mortem sursum redd' satisfactor' vel al' determination' tal' Stat' qual' pred' Willielmi D. de & in premiis pred' pro termino vite sue. Reddend' inde annuatim 7 s. 6 d. Ac 3 l. 10 s. pro & in nomine Heriot' cum acciderit. Et omnia al' onera opera consuetud' redditus & servic' inde prius debita & de iure consuever'. Et pro tali statu sic in premiis habend' prefat' Thomas D. dat Dominis Manerij pred' de fine 125 l. Et sic prefat' Thomas D. Anna ux' ejus & Sare & Maria fil' pred' Thome admissi sunt inde tenentes in reversione sed fidelitas eorum respectiue respectuatur quousque, &c. Et ulterius ad hanc Cur' Domini Maner' pred' deder' & concesser' prefat' Thom' D. plenam licentiam & potestatem dimittere & concedere omnia & singula premissa pred' cum pertina' (except' pre-except') alicui personae sive aliquibus personis quibuscunque ea capere volenti vel volentibus pro aliquo termino.

Licenc' dimitt'.

Thome D.

termino Annatum & terminabon super in-
tem pred' Thome D. & Anne ux eius &
Sara & Maria in pred' Thome (idem ter-
minus incipien' immediate prox' post mor-
tem pred' Will'i D.) Idem Thomas, Anna,
Sara & Maria respective redder' solven' ob-
servan' & perimplen' omnia reddit' opera
onera consuetud' & servic' pro premiis pred'
debit' & de iure consue' aliter hec Li-
cencia vacua erit.

assimila
-et' horq
-idua

Ad hanc Cur' venit Jacobus K. & rursum Sursum
reddidit in manus Dom' per manus Senes-
challi pred' secundum consuetud' Manerii redd' re-
version' Ja-
cobus K.
reversionem unius cl'i terre vocat' &c.
continen' per estimatione duas ac' & dimid'
unius acre (sive plus sive minus) un' al'
cl'i vocat' &c. continen', &c. vel circiter.
Et un' domu' nuper edificat', &c. nunc in
possessione, &c. Ac tot' &at' jus rituum
interesse clam' & demand' pred' Jacobi de &
in Premiis pred' cum perti' virtute Cop'
rotul' Cur' geren' dat', &c. Unacum Copia
pred' cancelland' & vacand'. Et super inde
postea ad istam eand' Cur' revenit predictus
Jacobus K. & cepit de Dominis pred' ex tra-
ditione Seneschalli pred' secundum consue-
tud' Manerii pred' reversionem omnium &
singulorum premiorum pred' cum perti'
(except' & omnino reservat' Dom' Manerii Exception'
pred' Hered' & Assign' suis omnibus Car-
bon' & Carbon' Mineris de in & super
premiis pred' aut aliqu' inde parcell' cum
potestat' & Licenc' effodiend' pro eisdem &
capiend' & vehend' easdem omnibus viis &
modis ad libertat' D' norum Manerii pred'
Hered'

modi
-et' horq
-idua
-et' horq
-idua

Admissio
pred' Ja-
cobi K.

Hered' & Adignat' solum pro tempore
& ad omnia tempora) habund' & redditus
annua & singula premissa pred' cum pertis
(cum per eandem) p'ntat Jacobo K. &
Marie ux eius pro termino vitarum eorum
& alietas eorum diutius vivan' successive
secundum consuetud' Manerii pred' imme-
diat' prox' post mortem huiusmodi redd' con-
stitutur vel al' determination' tal' Sicut etiam
Johannes K. modo habet in premis pred'
pro termino vite sue. Reddend' inde an-
nuatim 4 s. ac na. Herioi' cum acciderit.
Et omnia al' opera opera consuetud' reddi-
mus & servit' inde prius debiti & de iure
consuet'. Et pro tali statu sic in premis
habend' p'ntat Jacobus K. dat Dominis
Manerii pred' de Fine 12 s. l. & sic p'ntat
Jacob K. & Maria ux eius admissi sunt in-
de Tenentis in reversione sed factus co-
ram respective respectuatur quousque, &c.

Solum
redd' Jo-
hannis L.
&c. virtut'
Litter' At-
vorn'.

Ad hanc Cur' venit Johannes L. & Eliza-
betha ux eius nuges vocat' Elizabetha D.
qui quidam Johannes tenet in possessione in
jur' Elizabetha ux eius pro termino vite
pred' Elizabetha & post eius decessu rever-
sion' inde cuidam Thom D. perinet pro
termino vite sue per Cop' Romi Cur' geren-
dat &c. Tenementa hic postea mentionat'
fore concessa. Et pred' Thom D. per Wil D.
Cia Amora suam virtute Warren Astorn.
et pro hac vice fact' sub manu & sigillo in-
fuis Thoma D. geren dat &c. instans hic
in Cur' p'ntat. Et pred' Johannes L. &
Elizabetha ux eius (eadem Elizabetha in
aperta Cur' in presenti Homag' sola & se-
cret

eres examinat eximius) pred Willhelmus
D. Arden pred virgo Warren Arden
pred Iuriam redditus in manibus Seneschalli
pred locum committit Manerium
pred de Cumbria Tenementum unum cum
pred &c. Cum omnibus viis aquis com-
munibus & pertinentiis eidem premisi spectantibus
pertinentiis suis, &c. infra Manerium pred
modo in tenore pred Johannis L. Ac ut
Stat. ius titulu interis cum & demand
tam pred Johannis L. & Elizabetha ux
ejus quem pred Thom. D. de & in premisi
pred cum pertinentiis unacum Copia inde ad
cancelland & vacand virtute cuius tot Stat.
juri tunc interis cum & demand tam
pred Johannis L. & Elizabetha ux
quem Thomas D. de & in premisi pred
determinantur ut assignantur per Ho-
mag. unde accidit dictis Dominis un. He-
rior quod per agreementum includitur in
fine infrascript. Et super inde postea ad
istam eand. Cur. revertit predictus Johan-
nes L. & cepit de dictis Manerium pred
ex traditione Seneschalli pred secundum con-
suetud. Manerium pred Tenementum pred cum
tin. Habend. & tenend. unacum pred eam
omnibus & singulis pertinentiis prefat. Johanni L.
& Elizabetha ux. ejus necnon Johanni fil.
pred Johanni L. pro termino vitarum eo-
rum & alterius eorum dimid. viven. succes-
sive secundum consuetud. Manerium pred.
Reddend. inde annual. reddid. s. 4 d. ac
sum s. l. pro Herior. cum acciderit. Et
omnia al. opera consueta reddid. &
servic. inde prius debet & de jure consueta.
Et pro filii Stat. sic in premisi habend. pre-
fat.

ib. 200. J

200

Novo con-
cessi pred
Johanni L.

200. J

200

200. J

Licent' di-
mit'.

fat' Johannis L. le par' dat' Dominus Manerij pred' de hinc & sic prefat' Johannis le par' admittit' & tunc tenen' & facit Dominum fidelit' suam sed fidelitas per Elizabetha & Johannis le si respectu suum quouique, &c. Et ulterius ad hanc Curia Domini Manerij pred' per Seneschal' suum pred' deder' & concessit' pred' Johanni L. plenam potestatem dimittere & ad firmam tradere Tenementa pred' cum omnibus & singulis suis pertin' alicui persone sive aliquibus personis quibuscunque ea capere volenti vel volentibus pro aliquo termino annorum determinabil' super mort' pred' Johannis L. le par' Eliz. ux' ejus & Johannis le si Redd' solven' observan' & perimplen' omnia reddit' onera opera consuetud' & servit' pro premissis pred' debet' & consuet'.

A private Court-Baron held on Purpose to grant an Estate with Copies of Court-Roll, &c.

Maner' de 7 Cas' Baron' Will' B. A. B. Ibidem tenen' decima quarta die Septembris Anno Regni, &c. coram, &c. Homagium. Thomas B. Jur'.

Sursum
redd'
Will'i S.

A D hanc Cur' venit Will'us S. Customar Tenen' Manerij pred' & sursum redd' in manus D'ni unum Messuagium sive Tenementum

nemenum vocat' &c. cum pertin' olim in
tenur' Willielm' R. defunct' & modo in
tenur' pred' Willielmi S. ex intentione quod
Dominus volunt suam inde facer' super
quam sussumyedd' accidit' Domino Heriot
quod compositum pro duabus libris & tribus
solid' Domini premanibus solut' Et ad istam
eand' Car' venit Johannes S. fil' pred' Will'i
S. & cepit de Domino Manerii pred' ex
traditione Seneschal' pred' premissa pred'
cum pertin' Habend' & Tenend' Messuagi-
um live Tenementum pred' cum omnibus
& singulis suis pertin' prefat' Johanni S.
Anne ux. ejus & Willielmo S. fil' pred' Jo-
hannis pro termino vicarum eorum & vite
eor' alterius diutius viven' successive se-
cund' consuetud' Manerii pred' per Annual'
reddit' quinque solid' ac per omnia al' onera
opera Heriot' consuetud' & Servic' inde
prius debet' & de jure consuet' Et pro tali
Stat. & ingr' sic in Premiss' habend' pred'
Johannes S. dat' D'no de Fine Nonagint'
libras Et sic pred' Johannes S. acquissus est
inde tenen' Et fecit D'no fidelitas' sua fide-
litas' pred' Anne S. & Willielm' S. retrospectu'
quousq; &c.

AD hanc Cop' venit Johannes & qui clamat tenere pro termino via sue & vicu Johannis & Anne fil' ejus per Cop' Epistol' Cur' Maner' ibid' p'ced' dat' &c. m' Tenement' cum pertine infra Maner' pred' sunc in tenur' &c. & illa omnia & singula ac tot' inde Stat' titul' Interel' possessionem reversionem Clam' & demand' tam ipsius Johannes le par' quam pred' Johannis & Anne fil' ejus & cujuslibet eor' (nuacu Cop' inde fact' cancelland' ipso Johanne & le par' (sol' premiss' perquisit' existen') in manus D'ni in pred' Cur' sursumredd' ut Dominus inde facer' voluntat' su' unde accidit' D'no un' Heriot' quod includit' in Fine subscript' super quo in ista ead' Cur' revent' prefat' Johannes le par' & cepit de

D'no in pred. Cur' extradit'one Senl' pred.
 Tenement' pred' cum omnibus & sin-
 gulis suis person' prefat' Johanni S. le par-
 necon Johanni & Elizabeth fil' ejus pro ter-
 mino vital' cor' & cor' alter' diutius succes-
 sive viven' ad voluntat' D'ni secund' con-
 fessu' Miter' pred' per redd' inde per an-
 num 3 s. 4 d. ut un' libellor' cum accid' Reat 3 s.
 ac per omnia al' redd' cetera opera fecit' 4 d.
 Consuetud' & sextic' inde prim' debet' & de
 Jure consuet' Ac pro tali Stat' & ingr' sic in
 premis habend' prefat' Johannes S. le par-
 dat' D'no de Fino decem libras premanibus
 solut' Et sic pred' Johannes S. le par' admittit
 est inde tenen' & fecit D'no fidelitas' sed fi-
 delitas pred' Johannis & Elizabeth fil' re-
 spectantur quousq; &c. dat' per Copiam
 Romlor' pred' Cur' Die & anno prim'
 supradict'

Reat 3 s.
4 d.

Fine 10 l.

In 2 Lives.

Examinat' & concord'

cur' Regulis Cur'.

Per me Regid. J.

Senschal' ibid.

Another

Another Copy of Court-Roll

Maner' de **Ad Curiam Manerii Willm**
B. S. B. An. Dni Maner' pred'
ibid' sem' tricesimo die
Septembris Anno Regni
Regis Georgij. nunc Magni
Britannie & Croc primus
Annus; Dni 1714. Inter
et sic iterum.

Ad hanc Curiam venit Jacobus J. & Thomas T. filii pred' Jacobi & ceper' de dicto Domino Manerio pred' ex tradic' one sua propria &c. Reversionem unius Messuagii cum omnibus & singulis eor' pertin' in &c. modo in tenur' Johannis R. Habend' & Tenend' Reversionem pred' necnon dictum Messuag' ceteraq' omnia al' & singula premiss' antea express' & specificar' & quamlibet inde parcel' cum pertin' prefat' Jacobo J. & Thome J. ad termin' vitar' eor' & eorum alterius diutius viven' successive secund' consuetud' Manerii pred' statim cum post mortem sursumredd' sive forisfactur' pred' Johannis R. aut aliter cum ad manus dict' Dni premiss' devenire contiger' per redd' inde per Ann' 2 s. 6 d. ac per averiū sive bon' suum nomine Heritor' cum acciderit ac per omnia al' onera opera consuetud' Servic' &c. inde prius debet' & de jure consuet' & pro tal' Stat' & ingru' in premiss' ut prefert' Habend' dict' Jacobus T. & Thomas T.

Dant' &c. Et sic pred' &c. admiss' &c. dar' per Copiam Rotulor' Cur' ac sub manu dict' D'ni Manerii pred' die & anno supra dict' &c.

A Court-Baron relating to Copyholds of Inheritance.

Maner' de } Cur' Baronis Edri S. Mil' B. } ib'm teni' decimo Sexto die Augusti, Anno Regni Dom' nostri Georgij &c. primo, Annoq' D'ni 1714. Cor' Egidio J. Gen. Seneschal' ibm.

Elton' Null'

Elton' Null'

Homagium.

Georgius H. } Hen'cus J. Carolus C. } Joh'es E. David' L. } Will'us M. Edwardus T. } Jur' Laurenc' J. Jur' Francus S. } Ric'us D. Georgius E. } Edwardus S. Thomas D. }

Imprimis Homagium pred' presentant & Tenantes amerciant omnes Customar' tenen' hu- not appear- jus Manerii qui fecerunt default' comparen- ing to do- ad hanc Curiam ad faciend' sect' & Servic' Suit of Court. sua' ad 6 d. per eor' quemlibet separatim.

P

Item,

Incroach-
ment on
the Waste.

Item presentant, quod Willielmus B. in-
croachiavit super vastum Domini apud &c.
in longitudine viginti virg' & in latitudi-
ne unius virg' I'o ipse in mia' &c. Et ordinat'
est quod exponat eandem ante Festum Sancti
Johannis Bap' prox' sub Pena forisfac' D'no
pro qualibet virg' &c.

Digging
and Enclo-
sing the
Lord's
Waste.

Item presentatum est ad hanc Curiam
per Homagium pred' quod Johannes S. ci-
tra ultimam Curiam effodit & inclusit par-
cellam vasti D'ni hujus Manerii abutran'
super terras Customar' pred' Johannis jacen-
in, &c. Quodque in casu pred' cus Johannes
nom' extraponas pred' parcelam vasti Com-
munis ex qua cepit eandem ante primum
diem Decembris prox' futur' forisfac' D'no
Manerii pred' 12 s. 6 d.

Digging of
Earth on
the Waste.

Item presentant & amerciant C. D. tenen' S.
R. pro Effoditione vasti D'ni Manerii pred' ad
quantitatem decem pertic' (Anglice *Rods*)
vel eo circiter ad viginti solid' pro tali of-
fensa. Et presentant & amerciant E. F. pro
consimili offensa 6 s. in casu ut supra.

Trees lop-
ped on the
Waste.

Item presentatum est per Homagium
quod post ult' Curiam & ante hanc Curiam
W. S. amputavit (Anglice *cropped*) duos
Arbor' crescentes super Communiam sine
Licentia Domini Manerii pred' Ideo ipse in
mia' est 3 s. 4 d. Quodq; L. A. illicite am-
putavit duos Arbores super Communiam
D'ni Manerii pred' I'o ipse in mia' 5 s.

Building
a Smith's
Shop on the
Waste to
the hin-
drance of
the way.

Item presentant & amerciant S. R. pro
muritione & inclusione cujusdam Fabricati-
onis voc' Fabri ferrarii (Anglice a *Smith's*
Forge) super vastum D'ni ad impedimentum
tenentium D'ni Manerii pred' urendi passa-
gium.

gium per & trans Fabricationem pred' ad
20 s. in casu ipse non faciet liberum passa-
gium per & trans eandem Fabriconem an-
te primum diem Decembr' prox' futur'.

Item presentat' est per Homagium pred' The Death
quod A. B. qui tenuit libere de D'no hujus of a Free-
Manerii unum Messuagium & quinque acr- holder.
ter' cum pertin' infra Maner' pred' per fi-
delitatem sectam Cur' & reddit' per Ann'
quinq; solid' citra ultimam Curiam obiit
de tali statu suo inde scilicet. Et quod qui-
dam G. B. est ejus filius & prox' heres &
ad hanc Curiam venit prelat' G. B. & solvit
D'no pro relevio viginti solid' & fecit fide-
litatem.

Ad hanc Curiam presentat' quod A. B. The Death
unus Customas' tenen' hujus Manerii citra of a Copy-
ultimam Curiam ten' pro Manerio pred' holder.
obiit scilicet de quadam minori parcella terre
Customas' & Heriotabil' continen' per esti-
macon' tres rodas (sive plus sive minus) jar-
cen' in &c. & quod D. B. est ejus filia &
prox' heres.

Et quia pred' D. B. non ven' ad hanc First Pro-
Cur' capere Tenement' pred' extra manus clamation
D'ni Manerii pred' Ideo ad hanc Cur' tres for him to
Proclamationes fact' fuer' primo tempore come into
quod pred' D. B. veniret ad hanc Cur' Court and
capere Tenement' pred' cum pertin' extra be admit-
manus D'ni Manerii pred' ted.

Ad hanc Cur' Homag' pred' presentant First Pro-
quod J. R. unus Customas' tenen' hujus clamation.
Manerii citra ultimam Curiam obiit scilicet
de uno Customas' Cottagio & pomario
F 2 situat'

The Court-keeper's

situa' infra Maner' pred' & quia nullus
ven' ad inde fore admitten' Ideo prima Pro-
clamatio facta fuit &c.

First Pro-
clamation
where the
Heir is not
known.

Ad hanc Curiam presentatum est per
Homagium quod A. B. nuper un' Customar'
tenen' Manerii pred' post ultimam Curiam
& ante hanc Cur' obiit super quo ad istam
Curiam facta fuit prima Proclamatio alta
voce trinag; vice quod si aliquis clamaret
aliquod jus statum titulum clam' interesse
vel demand' de in vel ad aliqua terr' seu
Tenement' Customar' ten' de Manerio pred'
de quibus pred' A. B. obiit scisit' quod ve-
niret & admitteretur sub pena forisfactur'
D'no Manerii pred' & nullus tunc venit, &c.

Money
mentioned
in a Sur-
render not
being paid,
first Pro-
clamation
is made.

Ad hanc Curiam Homag' pred' super Sa-
crament' suum pred' dicunt & presentant
quod summa Cent' librar' menconat' in sur-
sumredd' Condicon' fact' per R. J. & S.
uxor' ejus cuidam E. L. ad ult' Cur' teni'
pro Manerio pred' die, &c. ult' preterit' non
fuit solut' secundum dictam Conditionem
in dicta sursumredd' specificat' Et quia
nullus venit, &c. Ideo prima Proclam' facta est.

Second Pro-
clamation
for the next
Heir to ap-
pear and be
admitted
Tenant.

Ad hanc Curiam secunda Proclamatio
facta fuit pro S. W. ad veniend' in Cur' &
esse admittend' ad unum Cottagium, & se-
decim acras terræ adinde pertinen' ten' de
Manerio pred' ut hered' T. G. nuper defuncti
& non venit.

Ad hanc Curiam secunda Proclamatio
facta est quod proximus heres A. R. vidue
modo defunct' veniret hic in Curiam ad ca-
piend' medietat' duorum Messuagiorum
sive

sive Tenement' & octodecim acr. terre cum
 pertin' qui ei descend' per mortem dicti
 A. R. sed nemo venit.

Ad hanc Curiam quia A. B. non ven' ad
 capiend' un' Customar' Tenement' cum per-
 tin' in, &c. pred' vocat' &c. extra manus
 D'ni ad usum ejusdem A. sursumredd' per
 T. B. vicesimo sexto die Novembr' Anno
 D'ni, &c. Ideo secunda Proclamatio facta est.

Second
 Proclama-
 tion upon a
 Surrender.

Ad hanc Curiam tertia Proclam' facta est
 quod proximus heres A. R. vidue defunct' ve-
 niret hic in Curia admitti ad medietatem
 duorum Messuagior' sive Tenement' & octo-
 decim acrar' terr' cum pertin' que ei de-
 scender' per mortem dicti A. R. sed nemo
 venit Ideo precept' est T. S. Ballivo Mane-
 nerii. pred' seiscire fac' premissa pred' in ma-
 nus D'ni Manerii pred'.

Third
 Proclama-
 tion for the
 next Heir
 to appear,
 and not ap-
 pearing,
 order for
 the Bailiff
 to seize the
 Estate.

Ad hanc Cur' quia A. B. non ven' ad ca-
 piend' un' Customar' Tenement' extra ma-
 nus D'ni ad usum ejusdem A. per T. B. sur-
 sumredd' die, &c. Ideo tertia Proclamatio
 facta est & super hoc precept' est Ballivo
 quod seiscire fac' in manus D'ni Tenement'
 pred' cum pertin', &c.

Thi d
 Proclama-
 tion for
 Surrendree
 to appear.

Ad hanc Curiam tertia Proclam' facta
 fuit quod J. W. filius & heres J. W. nuper
 un' Customar' tenen' hujus Manerii veniret
 hic in Cur' & admitter' tenen' ad viginti &
 septem acras terre Customar' cum pertin',
 &c. Et pred' J. W. heres non ven' sed de-
 falt' recordatur, &c. sed quia T. B. cui pred'
 viginti & septem acr. terre in Mortgagio

Third
 Proclama-
 tion for the
 next Heir
 to appear
 and redeem
 the Estate
 from a
 Mortgage.

post' sunt per pred' J. W. patrem in vita sua solvit D'no hujus Manerii sinem ei debui' super obit' pred' J. W. patris seiscar' pred' viginti & septem acrar' terre respectuatur quousq; pred' J. W. filius defecit in redemptione pred' viginti & septem acrar' terre & defecit in resolutione pred' Finis prefat' T. &c.

Admittance of a Mortgagee after three Proclamations made for the Heir to appear. Ad hanc Curiam T. B. licet secundum consuetud' Manerii pred' tertio solemniter exact' ad comparend' in Cur' & admitti tenen' ad un' Customar' Messuag' & sexdecim acras terre cum pertin' vocat' &c. non venit sed defalt' fec' Ideo ejus terra defalt' super tertiam Proclamationem Recordat' Et super hoc venit hic in Cur' M. H. vidua & humillime petit se admitti tenen' ad Tenementa pred' cum pertinentiis sibi forisfact' pro non solutione ducentarum & decem librar' legalis monete Magnae Britannie ad diem jam preterit' Cui Dominus per Seneschallum concessit & liberavit inde seisinam per virgam ad voluntatem D'ni secund' consuetud' Manerii pred' per reddit' & Servic' inde prius debui' & de Jure consuev' & dat D'no de Fine, &c. Admissa est inde tenens & fec' fidel', &c.

Death of a Tenant and admission of the next Heir. Ad hanc Cur' Homag' present' quod G. R. nuper un' Customar' tenen' hujus Manerii qui tenuit de Domino hujus Manerii, sibi & heredibus suis ad voluntatem D'ni secund' consuetud' Manerii pred' un' Customar' Messuagium sive Tenement' cum pertin', &c. citra ultimam Curiam & ante hanc

hanc Cur' obiit inde seifit' & quod G. R.
est ejus filius & prox' heres qui presens hic
in Cur' humilime petit se admitti tenen'
ad Tenementa pred' cum pertin' cui D'ns
per Seneschal' concessit inde seifinam per
vingam Habend' & Tenend' Tenement' pred'
cum pertin' sibi & Heredibus suis imper-
petuum per vingam ad voluntatem D'ni se-
cundum consuet' Manerū pred' & dat' D'no
de Fine, &c. Admissus est inde tenens & se-
cit fidelitat', &c.

Ad hanc Cur' post primam proclam' vad-
it' Cur' factam J. F. unus hered' J. T. vi-
delicet filius & heres J. F. & A. uxoris ejus
unius filiarum & hered' J. T. nuper unius
Customar' tenen' hujus Manerii Qui tenuit
sibi & Heredibus suis un' Messuag' & qua-
tuor acras terre Customar' jacen &c. quod
quidem Messuag' in vita ipsius J. T. allorat'
& divis' fuer' per eundem J. T. eidem J. F.
pro parte sua Ten' torum predictorum Ha-
bend' & Tenend' eidem J. F. hered' & assign'
suis ad voluntatem D'ni secund' consuetud'
Manerii pred' & dat' D'no de Fine, &c. Ad-
missus est inde tenens sed fidelitas respectua-
tur quousque, &c.

After the
first Pro-
clamation
the next
Heir ap-
pears at
Court.

Postea ad hanc Curiam Dominus Mane-
rii per Seneschal' suum quia pred' J. est
infra etatem videlicet etatis decem Annor'
vel eo circū commisit custod' tam corporis
pred' J. F. quam Messuag' pred' J. F. patri
ejusdem J. F. quousque ad etatem quatuor-
decim annor' perveniret & deinde reddere
computum, &c.

And is ad-
mitted by
Gualdian.

F 4

Ad

And thereupon to render account &c.
And then to account.

Death of a
Tenant and
admission
of the next
Heir.

Ad hanc Curiam presentat' est per Homagium pred' quod A. B. nuper unus Customar' tenens Manerii pred' qui tenuit sibi & Hered' suis de D'no Manerii pred' per Copiam Rotulor' Cur' secund' consuetud' Maner' pred' unum Cottag' five Tenement', &c. cum pertin' per annual' redd' 6 d. fidel' sect' Cur' & al' Servic' inde prius debui' & de jure consuet' obiit sic inde seisit' Quodq; A. B. est ejus fil' & heres & plene Etatis Qui quidem A. B. fil' presens hic in Cur' petit se admitti tenen' ad premissa pred' cum pertin' cui Dominus per Seneschal' su' pred' concessit inde seisin' per virgam Habend' & Tenend' omnia & singula premissa pred' cum pertin' prefat' A. B. fil' hered' & assign' suis imperpetuum de Domino per virgam ad voluntat' D'ni secund' consuet' Maner' pred' per annual' redd' 2 s. 6 d. sect' Cur' & al' Servic' inde prius debui' & de jure consuet' & dar' D'no pro Fine pro tali ingressu fecitq; fidel' & admissus est inde tenens.

Death of a
Copyholder,
and admittance
of the next
Tenant,
with recitals of
other Admittances,
&c.

Cum ad Curiam Baron' hic ten' die &c. ult' preterit' compert' fuit per Homagium quod W. M. Sen' Gen' circa tunc ult' Curiam & ante hanc Cur' illam obiit Seisit' de diversis Terris & Tenementis Customar' ten' de Manerio pred' & quod C. M. fuit prox' heres pred' W. M. sen' Cunctq; etiam ad Cur' Baron' hic ten' die, &c. filio nunc ult' preterit' compert' fuit per Homagium quod pred' C. M. circa ult' Cur' & ante hanc Curiam il' de terris Customar' pred' inter al' obiit seista & quod M. uxor J. K. de

de, &c. Gen' amicitia pred' C. & filia unica
 pred' W. M. fuis prox' heres dicte defunct'
 Modo ad hanc Curiam ven' pred' M. & pe-
 tit se admitti ad tot' illud Customarium
 Messuagium sive Tenement' in, &c. pred'
 communiter vocat' sive cognit' per nomen
 de, &c. cum Gardinis pertinen' adinde
 spectan' ac etiam ad totos illos separales
 Campos vel Clausa Pasture & prati vocat'
 le, &c. continen' infimul' per estimation' tri-
 ginta acras (sive plus sive minus) que descen-
 debant eidem M. per mortem dicte C. Cui
 Domin' per Seneschal' su' pred' concessit
 inde seisinam per virgam Habend' sibi &
 Heredibus suis Tenend' de D'no per virgam
 ad voluntatem D'ni secundum Consuetud'
 Manerii pred' per reddit' Servit' & consue-
 tud' inde prius debet' & de jure consuet' &
 dat' D'no de Fine, &c. & admitt. est inde
 tenens sed fidelitas respectuatur, &c.

Cum ad Curiam tent' pro Manerio pred' ^{Death of a}
 die, &c. R. J. Gen' admissus fuit ^{Tenant and}
 ad unum Messuag' sive Tenementum Custo- ^{admittance}
 mar' cum perrin' jacen' & existen', &c. infra ^{by Guardi-}
 Maner' pred' unacum pomariis, &c. ad inde- ^{dian.}
 spectan' prout per Rotulos Cur' Manerii
 pred' plenius liquet & apparet Cumq; ad
 ultimam Cur' tent' pro Manerio pred'
 Compertum fuit & presentatum per tunc
 Homagium ibi in quod pred' R. J. mortuus
 erat & quod obierat seisi' de pred' Messua-
 gio & Premiss. & quod R. J. fuit ejus filius
 & heres & circa Etatem trium Annor'
 Modo ad hanc Cur' venit pred' R. J. in pro-
 pria Person' sua & per J. S. matrem suam

petit admitti Tenen' ad pred' Messuagium
& Premissa Cui Dominus per Seneschallum
suum pred' ad hanc Curiam concessit &
liberavit inde seisinam per virgam Habend'
& Tenend' pred' Messuagium & Premissa
cum pertin' eidem R. J. heredibus & assigna-
tis suis imperpetuum Tenend' de Domino
per virgam ad voluntatem D'ni secund'
consuetud' Maner' pred' per reddit' & Ser-
vic' inde prius debet' & de jure consuet'
Et idem R. admissus est inde tenens fecitq;
finem Domino pro Premis. sed fidelitas ejus
respectuatur quousque, &c.

Ac postea sedente Cur' cum Custodia cor-
poris ipsius R. J. infantis quam dispositio
predictorum Messuagii sive Tenementi &
ceterorum Premissor' ac reddit' & proficui'
inde concess. & comis. fuerunt eidem J. S.
(matri prefat' R.), quousq; &c. Et pred' J.
admissa fuit Guardian' ipsius R. super
inde.

A Surren-
der in
Court, and
admittance
upon it.

Ad hanc Cur' venit C. B. un' Customas
tenen' hujus Manerii in propria persona sua
& sursum reddidit in manus D'ni per manus
Seneschalli sui predicti secundum consuetu-
dinem Manerii pred' unum Messuagium sive
Tenementum & triginta acras prati &
pasture cum pertio' in, &c. pred' infra Ma-
ner' pred'. Ad opus & usum J. C. hered'
& assign' suor' imperpetuum Cui Dominus
per Seneschallum suum concessit inde per
virgam seisinam Habend' sibi & heredibus
suis Tenend' de Domino secund' consuetud'
Manerii pred' per reddit' & Servic' inde
prius debet' & de jure consuet' Et dat' D'no
de

de Fine pro ingressu suo inde habend' quinquaginta solidos fecit fidelitatem & admissus est inde tenens.

Ad hanc Curiam presentat' est per Ho-
 magium pred' quod R. B. unus Customar' Surrender
out of
Court, and
admittance
upon it.
 tenen' hujus Manerii per Copiam rotulor' Car' secundum consuetudinem Manerii
 pred' unum Mesnagi' tres acras terre duas
 acras prati & quatuor acras pasture cum
 pertin' in, &c. infra Maner' pred' citra ultimam Curiam & extra Curiam sursum redd' in manus D'ni in presentia G. D. & B. C. duor' Customar' tenen' Manerii pred' secund' consuetudinem Manerii illius Tenementa pred' cum pertin' ad opus & usum J. B. hered' & assign' suor' imperpetuum Tenend' de D'no per virgam ad voluntatem D'ni secundum consuetudinem Manerii pred' cui quid' J. B. Dominus per Seneschal' suum pred' concessit inde per virgam seisinam Habend' sibi & Heredibus suis ac Tenend' de D'no per redditum per Ann' quinq; solidorum & alia Servitia inde prius debet' & de jure consuet' Et dar' Domino de Fine pro ingressu suo inde Habend' quinquaginta solidos fecit fidelitatem & admissus est inde tenens.

Ad hanc Curiam R. A. unus Customar' Another
 tenen' hujus Manerii citra ultimam Curiam & ante hanc Curiam scilicet primo die Octobris ult' preterit' sursum reddidit in manus D'ni hujus Manerii per manus W. B. loco Ballivi D'ni in presentia G. R. & J. V. duor' Custos

The Court-keeper's

Customar' tenen' hujus Manerii secund' consuet' Manerii pred' tot' illud Customar' Messuag' sive Tent'um & un' acram terre Customar' scittat' & existen' prope, &c. in tenura N. J. sive assign' suorum ad opus & usum J. S. de, &c. Gen' Hered' & assign' suorum imperpetuum super quo pred' J. S. presens hic in Cur' humillime per se admitti Tenen' ad Tenementa pred' cum pertin' Cui Dominus per Seneschal' Concessit & liberavit inde seisinam per virgam Habend' & Tenend' sibi Heredibus & assign' suis per virgam ad voluntatem D'ni secund' consuet' Manerii pred' per redd' & Servic' inde prius debet' & de jure consuet' Et dat' Domino de Fine, &c. admissus inde tenen' & fec' fidel', &c.

A Surrender in Court and Admission upon it.

Ad hanc Curiam S. B. unus Customar' tenen' hujus Manerii sursumreddidit in manus Domini per manus Seneschalli pred' totum illud Custom' Messuagium sive Tenement' heriotabile & sexdecim, acras terre (sive plus sive minus) vocat, &c. ad opus & usum R. A. hered' & assign' suor' imperpetuum Qui quidem R. A. presens hic in Cur' humillime petit se admitti tenen' ad Tenementa pred' cum pertin' Cui D'nus per seneschallum pred' Concessit & liberavit ei inde seisinam per virgam Habend' & Tenend' Tenement' pred' cum pertin' eid' R. A. Hered' & assign' suis ad voluntatem D'ni secund' consuetud' Manerii pred' Et dat' D'no de Fine, &c. Admissus est inde tenen' & fecit fidelitat', &c.

Ad hanc Curiam Homagium presenti
 quod A. L. unus Customar' tenen' Manerii
 pred' citra ult' Cur' & ante hanc Cur' sci-
 licet die, &c. ult' preterit' secundum con-
 suetud' Maner' pred' sursum redd' in manus
 Domini Maner' per manus D. C. & G. H.
 duorum Customar' tenen' Manerii pred'
 unum Cottagium cum pertin' infra Maner'
 pred' ad opus & usum A. B. fil' de, &c.
 Hered' & Assign' suorum imperpetuum.
 Qui quidem A. B. per C. D. Guardian'
 suum venit hic in Cur' & petit se admitti
 Tenen' ad premissa pred' cum pertin'. Cui
 Dominus per Seneschall' suum pred' con-
 cessit per Guardian' suum pred' inde seisi-
 nam per virgam habend' & tenend' premissa
 pred' cum pertin' eidem A. B. Hered' &
 Assign' suis imperpetuum de Domino per
 virgam ad voluntat' Domini secund' consuet'
 Maner' pred' per annual' reddit' 2 s. 6 d.
 sect' Cur' & al' servic' inde prius debet' &
 de jure consuet'. Et dat Domino pro fine
 pro tali ingressu triginta solidos & fidel' re-
 spectuatur quousque. &c.

A Surren-
 der and
 Admit-
 tance to
 the Person
 to whom
 made by
 Guardian.

Cum ad Curiam Baron' Domini Manerii
 pred' tent', &c. ult' preterit' compertum fuit
 per Homagium quod S. J. un' Customar'
 tenen' Manerii pred' citra tunc ultimam
 Curiam ac ante istam Cur' scilicet die, &c.
 tunc ult' preterit' sursum reddidit in manus
 Domini Manerii pred' per manus T. W. Gen.
 ad tunc Seneschalli ibidem secundum con-
 suetud' Manerii pred' totum illud Custo-
 mar' Messuag' siue Tenement' cum extra-
 domibus.

A Surren-
 der to a
 Stranger
 presented
 and Admit-
 tance upon
 it accord-
 ing to the
 Surrender.

domibus horreis Stabulis areis Pomariis
 Hortis terris pratis & pasturis & appertinen'
 quibuscunque eidem pertinen' continen'
 per estimation', &c. tunc vel nuper in
 tenura sive occupatione R. D. aut assigna-
 torum suorum ad opus & usum T. H.
 de, &c. Hered' & Assign' suor'. Et modo
 ad hanc Cur' venit predict' T. H. & hu-
 militer petit de Domino Manerii pred'
 se admitti Tenen' ad Tenementa & premissa
 predict' cum pertin'. Cui Dominus Mane-
 rii pred' per Seneschall' suum concessit &
 liberavit inde seisinam per virgam. Habend'
 & tenend' eid' T. H. Heredibus & Assignat'
 suis secundum formam & effectum fursum
 redditionis pred' de Domino per virgam ad
 voluntatem Domini secundum consuet' Ma-
 nerii pred' per reddit' Consuetudinem &
 Servitia inde prius debi' & de jure con-
 fuer', &c. deditque Domino de fine prout
 patet, &c. Et admissus est inde tenens fecit-
 que Domino fidelitatem, &c.

A Surren-
 der and re-
 grant upon
 it, with ad-
 mittance
 to the Sur-
 renderer
 for Life
 and Re-
 mainders
 over.

Ad hanc Cur' A. W. Gen. unus Custo-
 mar tenen' hujus Manerii fursum reddidit
 in manus Domini Manerii pred' per manus
 Seneschal' pred' per virgam tot' illud Custo-
 mar' Messuag' sive tent' & duas acras terre
 cum pertin' voc', &c. Et tot' illud Custo-
 mar' Messuag' sive tent', &c. Acetiam tot'
 illud Customar' Messuag', &c. Ad opus &
 usum ipsius A. pro & duran' termino
 vite sue natural'. Et post ejus decessum
 remanere inde ad opus & usum C. W. de,
 &c. pro & duran' termino vite sue natural'

Et

Et post ejus decessum remanere inde ad opus & usum ipsius A. W. & Heredum & Assignatorum suorum imperpetuum. Super quo predictus A. presens hic in Curia ac predictus C. per predictum A. Attornatum suum humillime petierunt de Domino concedere Tenementa pred' cum pertin' prefat' A. & C. & Heredibus ipsius A. secundum formam sursum redditionis predicti. Quibus quidem A. presenti hic in Curia ac C. per pred' A. Attorn' suum Dominus per Seneschallum concessit & deliberavit inde seisinam per virgam Habend' & tenend' Tenement' pred' cum pertin' prefat' A. & Assign' suis pro & duran' vita sua naturali ac post ejus decessum remanere inde pred' C. & Assign' suis pro & duran' vita sua naturali ac post ejus decessum remanere inde prefat' A. Heredibus & Assign' suis imperpetuum. Ad voluntatem Domini secundum consuetudinem Manerii pred' per reddit' & servit' inde prius debiti & de jure consueti. Et pred' A. & C. dant Domino de Fine, &c. Et admissi sunt inde tenen'. Et predictus A. fecit fidelitatem sed fidelitas pred' C. respectuatur quousque, &c.

* Compertum est etiam per Homagium ibidem quod A. B. qui tenuit sibi & Heredibus suis de Domino hujus Manerii secundum consuetud' Manerii pred' unu' Messuagium five Tenement' vocat', &c. in, &c. infra Maner' pred' citra ult' Curiam & extra Curiam sursum reddidit in manus Domini per manus H. K. & J. W. duorum Cu-

* A Surrender of Lands to the Use of a Marriage and in nature of a Settlement and Admittance upon it.

The Court Keeper's

stomar' Tenen' Manerii pred' secundum con-
 suetud' Manerii illius pred' Messuag' sive
 Tenementum & cetera premissa pred' cum
 pertin' ad opus & usum pred' A. B. & He-
 red' & Assign' suorum usque ad Solemniza-
 tion' cujusdam intensi Maritag' (permissione
 Divina) cito habitur' & solemnizatur' inter
 quendam C. B. Filium & Heredem ap-
 paren' pred' A. B. ex una parte & quen-
 dam A. D. de, &c. *Spinster*, ex altera parte
 & ab & immediate post solemnization' ejus-
 dem Maritag' tunc ad opus & usum pred'
 A. B. pro & durante termino vite sue natu-
 ralis & ab & immediate post ejus decessum
 tunc ad opus & usum S. Uxoris pro & du-
 ran' termino vite sue naturalis & ab &
 immediate post decess' ipsorum A. B. & S.
 uxoris ejus & decessum eorum superviventis
 tunc ad opus & usum pred' C. B. pro &
 durante termino vite sue naturalis & ab
 & immediate post decess' ipsorum A. B. &
 S. ux' ejus & C. B. & decessum eorum su-
 perviventis tunc ad opus & usum pred' A. D.
 ux' sue intente C. B. pro & durante termi-
 no vite sue naturalis. Et ab & immediate
 post decessus ipsorum pred' A. B. & S. ux'
 ejus C. B. & A. ux' sue intente & decessum
 eorum superviven' tunc ad opus & usum He-
 red' de Corpore pred' C. B. super corpus
 pred' A legitime procreat' vel forte pro-
 creand'. Et pro defectu talis exitus tunc
 ad opus & usum Hered' & Assign' pred'
 C. B. imperpetuum Tenend' de Domino
 per virgam ad voluntatem Domini secun-
 dum consuetud' Manerii pred'. Qui qui-
 dam A. B. & S. uxor' ejus citra ult' Cu-
 riam

riam obierunt. Ex modo ad hanc Curiam venit C. D. in propria persona sua & petit se admitti ad pred' Messuagium siue Tenementum & cetera premisa pred' cum pertin' Cui Dom' per Seneschal' suum concessit inde per virgam seisinam Habend' & tenend' eisdem C. B. & Assign' suis pro termino vite sue naturalis Remanere inde prout superius Limitatur ac Tenend' de Dom' per reddit' per Ann', &c. & alia servitia inde prius debuit & de jure consuevit. Et dat Domino de fine, &c. fecit fidelitatem & admissus est inde Tenen'.

Another Court-Baron in a Manor where the Estates are Copyholds of Inheritance.

Maner' de Cur' Baron' Johannis B. Ar' B. Dom' Maner' pred' ibidem Tens' viceffimo die Septembris Anno Regni, &c.

Homagium.

Johes A.

Thomas B.

Willus C.

Edrus D. &c.

Jur.

Imprimis Juratores pred' super sacram' Tenantis suum present' quod A. B. C. D. E. F. &c. sunt Tenentes hujus Manerii & debent lectam Curie. Et ad hunc diem fecer' default' nor appearing.

fact'. Ideo quilibet eorum in misericordia 6 d.

Incroachment on the Waste, second Offence.

Item presentant quod R. W. nuper presentat' & amerciat' fuit ad hanc Cur' pro incrochiatione super vastum Domini. Et quia non exposuit eadem hucusque, Ideo amerciat' ipsum pro hac tali secunda offensa ad 6 s. 8 d.

Stable erected on the Waste.

Item presentant quod E. C. citra ultimam Curiam & ante hanc Curiam erexit unum Stabul' super vast' D'ni. Et ordinat' est quod pred' Stabulum demolit' sit ante, &c. tunc prox' sequen' sub pen' forisfactur' 20 s.

Cutting down and lopping of Trees upon the Common.

Item Jur' pred' present' quod I. M. un' Tenen' hujus Manerii amputavit & loppavit septem Arbores crescen' intra Communiam de, &c. que reservant' pro Estoveriis Tenen' hujus Manerii contra consuet' Manerii pred' & ad nocument' Tenen' Manerii pred'. Ideo amerciat' per eisdem Jur. ad decem Solid' & sex Denar' solvend' & levand' ad usum Domini Manerii pred'.

Tenement forfeited for felling of Trees.

Item Homag' pred' super sacram' suum presentant quod A. B. tenen' Customar' hujus Manerii citra ultimam Curiam scilicet viceffimo die Januarii, &c. fecit vastum super un' Customar' Tenement' vocat', &c. infra Maner' pred' quod pred' A. B. tenuit de Domino hujus Manerii per Copiam Rorulorum Cur' Succidendo & vendendo sex magnas ulmos, &c. tunc crescen' super Tenement' pred' contra consuetud' Manerii pred' per quod pred' A. B. forisfec' Domino hujus Manerii Tenement' pred' cum pertin'. Ideo preceptum est Ballivo ejusdem Manerii quod seisi' eadem Tenement' in manus Domini Manerii pred'. Ad

Ad hanc Curiam compertum est per Hlo- Licence to
magium quod Dominus Manerii pred' citra lop and cut
ul' Curiam & ante hanc Curiam scilicet die, down.
&c. Concessit Licentiam A. B. ad ampu- Trees.
tan' (anglice, to lop;) viginti arbores ac
circa ad succidend' decem arbor' illas ab
inde a'posand' & vendend'. Ita quod pred'
A. promittit' licenc' pred' ad prox' Cur' re-
solvand'.

Ad hanc Cur' Domini Manerii pred' Licence to
concessit' licenc' J. R. gen' ad dimittend' demise.
omnia & singula Customar' Messuag' terras
& Teneamenta sua infra Maner' pred' alioni
persone vel aliquibus personis pro aliquo
termino annorum non exceden' terminum
vigin' & unius annorum a Festo die Nati-
vitat' Sancti Johannis Baptiste ult' preterit'
computand'. Et prefat' J. R. dat' Domino
de fine pro hac licenc' prout patet in
margin'.

Ad hanc Cur' venit J. B. & in plena Cu- Acknow-
ria cognovit seipsum satisfact' & plenar' so- ledgment
lut' per N. B. fratrem suum de legatis ejus of a Legacy
quadragin' libr' eod' J. B. per Testament' being paid.
& ult' voluntat' patris ejus dedit secund'
form' & effect' & ver' intention' dict' Te-
stamenti & ult' voluntatis patris ejus.

Ad hanc Cur' Jur' present' super sacrum' Satisfac-
quod S. B. solvit summam trescent' & qua- tion of
dragint' tibr' & duodecim solid' N. O. su- a Condi-
per decimum diem Aprilis ult' in plenam tion.
exone-

The Court-Keeper's:

exonerationem Conditional' sursum redd'
fact' ad ult' Cur' hic Tem' die, &c.

Recital of
a Surrender
upon Con-
dition and
Acknow-
ledgment
of the Con-
dition's
being per-
formed.

Ad hanc Curiam Compertum est per
Homag' pred' quod ad Cur' Tent' pro Do-
mino hujus Manerii die, &c. R. A. sursum
redd' tot' illud Messuagium sive Tenement'
Customar' vocat', &c. & quique acras
terre eid' Messuagio pertinen' cum omnibus
pertin' ad opus & usum A. B. de, &c. He-
red' & Assign' suorum imperpetuum sub
Conditione quod si pred' R. A. Hered' Exe-
cutores, Administratores & Assign' sui sol-
vant seu solvi faciant prefat' A. B. Executo-
ribus, Administratoribus vel Assign' suis ple-
nam summam centum viginti & trium libra-
rum & undecim solidorum super vicessimum
quartum diem Aprilis qui foret in anno Do-
mini, &c. tunc sursum reddit' pred' vacua
erit alioquin remanere in suo pleno robore
& effect'. Modo ad hanc Curiam venit pred'
A. B. in propria persona sua & cognovit se
recepisse plenam satisfactionem secundum for-
mam & effectum sursum reddition' pred'.

Upon
B each of
the Condi-
tion of a
Surrender,
Proclama-
tion made
for the Sur-
rendree to
appear and
be admit-
ted.

Ad hanc Curiam compertum est per Ho-
magiam quod ad Cur' tent' pro Domino
hujus Manerii die, &c. A. B. unus Customar'
tenen' hujus Manerii sursum reddidit in manus
Domini per manus & acceptation' W. B.
Armiger' nuper seneschall' Manerii pred'
unum Messuagium sive Tenementum, &c.
Ad opus & usum A. P. Gen' Hered' & As-
sign' suorum imperpet' sub Conditione ad
solvend' centum & sex libras pred' A. P.
Heredibus, Executoribus, Administratoribus
sive

five Assignat' suis super diem, &c. tunc prox'
sequen' quod tunc sursum redd' pred' foret
vacua aliter remaneret in vi & pleno robore.
Quodque denar' pred' non fuer' solut' se-
secund' form' & effectū Conditionis pred'
super quo prima Proclamatio facta fuit ad
hanc Cur' quod pred' A. P. veniret in Cur'
admitti Tenen' ad Tenement' pred' cum per-
tin' aut aliter Dominus Manerii pred' Tene-
ment' cum pertin' seisciret in manus suas
propriās sed pred' A. licet solempnit' exact'
non ven' sed defalt' fecit, &c.

Ad hanc Cur' Homag' pred' present' quod T. G. qui tenuit libere sibi & Heredi-
bus suis de Domino hujus Manerii unum
Messuagium cum pertin' in, &c. infra Ma-
ner' pred' per reddit' inde per ann', &c. &
al' servic' obiit inde seiscit' citra ultimam Cur'
unde accidit Domino de Relevio, &c. Et
quod A. G. est Filius unicus & Heres pred'
T. G. Ideo precept' est Ballivo quod
distringat' prefat' A. G. ad solvend' Domino
Relevium & etiam distringatur ad faciend'
fidelitatem.

Death of
a Free-
holder pre-
sented and
ordered for
the next
Heir to ap-
pear and do
Fealty.

Ad hanc Cur' venit T. L. & cognovit se
libere tenen' de Domino Manerii pred' un'
Cottagium & tres acras terr' arabil' cum
pertin' que descendebat eidem T. ab W. L.
patr' ejus per fidel' sect' Cur' & annual'
redd', &c. Et fecit fidel' & solvit Domino
pro Relevio, &c. Et pro Arrearagiis redd',
&c. Et pro fine alienationis, &c.

Admit-
tance and
Fealty of a
Freeholder
on paying
a Relief
and Arrears
of Rent,
&c.

Ad

Present-
ment of
the Aliena-
tion of a
Freehold,
and Admit-
tance upon
it

Ad hanc Cur' Homag' present' quod
R. C. qui tenuit libere de Domino hujus
Manerii unum Messuagium, &c. cum per-
tin' in, &c. infra Maner' pred' per scriptum
suum Indentat' gerere dat', &c. Concessit
omnia & singula premissa pred' cum pertin'
cuidam G. D. Heredibus & Assignat' suis
imperpet' Tepend' de capitalibus Domino vel
Dominis feodi illius per consuetud' reddit'
& servic' inde prius debiti & de iure con-
suet'. Que quidem premissa pred' G. D.
tenet de Domino hujus Manerii per fide-
litatem sect' Curie & reddit' per ann' duo-
rum solid'. Et ad hanc Curiam fecit Domi-
no fidelitatem, &c.

Present-
ment of
the Death
of a Tenant
long before
the Court
and Admis-
sion of a
Man and
his Wife.

Ad hanc Curiam compertum & profectum
est per Homagium ibid' quod A. P. fuis ad-
missus Tenent' ad quoddam Cottagium &
dimid' unius ac' terre Customac' iacen' &
existent', &c. Et pred' A. obiit longo tem-
pore ante hanc Curiam. Quodq' W. R.
est ejus filius & proximus heres. Modo ad
hanc Cur' ven' pred' W. & M. uxor' ejus in
propriis personis suis & humillime petie-
runt de Domino se admitti Tenent' inde
habend' sibi prefat' W. R. & M. uxor' ejus
& heredibus ipsius W. Quibus quidem W.
& M. Dominus per Seneschall' suum
pred' concessit & liberavit inde seisinam per
virgam habend' & tenend' pred' Cottagium
& dimid' ac' terr' cum pertin' eidem W. &
M. uxor' ejus & heredibus ipsius W. de Do-
mino per virgam ad voluntatem Domini se-
cund' consuetud' Manerii pred' per reddit' &
servic'

servic' inde prius debet' & de jure consuet'.
Et idem W. solvit Domino pro fine prout
patet, &c. sicutque fidelitatem suam. Et
pred' W. & M. admissi sunt inde tenen-
tes, &c.

Cum ad Curiam tent' pro Manerio pred'
die, &c. compert' fuis per Homagium pred'
quod D. M. (super vidua & relict' R. M.)
obit' scilicet pro termino vite sue de duobus
Cottag' sive Tenement' cum pertin' jacen'
prope, &c. (que quidem Cottag' pred' cum
pertin' antea quando prefat' R. M. vivit fue-
runt tantum unum Messuagium sive Tene-
ment' vocat, &c. sed cui Tenement' pred'
cum pertin' descend' penitus ignoraver' Modo
ad hanc Cur' venit J. S. & dat' Homag' in-
tellegi quod Tenement' pred' cum pertin'
descend' R. M. vidua & relict' L. M. Gen' vir-
tute ultima voluntatis & Testamenti dicti
R. M. propt' per Rotul' Cur' Man'ii pred' de
die, &c. appet. Et in eadem Cur' venit prefat'
E. M. possessor J. S. Attorn' su' & humili-
ter admissi ad Tenement' pred' cum pertin'.
Cui Dominus per seneschallum suum con-
cessit & deliberavit inde per pred' J. S. At-
torn' suum seisinam per virgam Habend' &
tenend' Tenement' pred' cum pertin' prefat'
E. M. heredibus & Assignis suis imperpe-
tuum de Domino per virgam ad voluntatem
Domini secundum consuet' Manerii pred'
per Reddit' Servic' & consuet' inde prius de-
bit' & de jure consuet' & dat' Domino de
fine prout pater, &c. Et admissus est tenen-
ten' per pred' J. S. Attorn' suum sed fide-
litas ejus tamen respectuatur.

Admission
by Attor-
ney after
the Death
of a Life.

A Surrender of a Man and his Wife.

Ad hanc Curiam ven' T. W. & M. ux' ejus & hic presens' in Cur' pred' M. sola & secreta examinat' per Seneschall' ejusdem Cur' & consentiens sursum reddider' in manus Domini pred' per man' Seneschall' pred' per virgam secundum consuetud' Manerii pred' tot' illud Customar' Messuag' five Tenement' communiter vocat' five cognit' per nomen de, &c. cum Curtillagio & omnibus aliis pertinent' ad inde spectan' five pertim' situat' jacent' & existen' in, &c. infra Maner' pred' ad opus & Usam W. S. de, &c. pred' Hered' & Assign' suorum imperpetuum. Qui quidem W. plen' hic in Cur' petit se admitti ad premissa pred'. Cui Dom' per Seneschallum suum pred' concessit inde seisinam per virgam habend' sibi & Heredibus suis tenend' de Domino per virgam ad voluntat' Domini secund' consuetud' Manerii pred' per reddit' Servic' & consuet' inde prius debet' & de jure consuet'. Et fecit Domino fidelitat'. Et admissus est inde Tenens, &c.

A Surrender from a Man and his Wife to the Use of two Persons to hold by Moieties.

Ad hanc Cur' ven' C. N. & A. uxor' ejus. Et (pred' A. existen' prius sola & secreta examinat' per Seneschall' pred' prout mos est) sursum reddider' in manus Domini Manerii pred' per manus Seneschalli sui pred' per virgam secund' consuetud' Manerii pred' tot' jus pred' C. & A. stat' titul' clam' intereis' & demand' sua que unquam habuer' vel eorum alter' habuit habent seu quovismodo in futuro habere poterint de & in un' Clauso terre continen' per Estimation'

novem acr' jacen' prope, &c. cum omnibus
 suis pertinen' ad opus & usum J. N. & E. N.
 Qui quidem J. & E. sunt in plena posses-
 sione & seifina Clausi pred' & Hered'
 dic' J. & E. imperpetuum Tenend' unam
 medietatem Clausi pred' J. N. & Heredi-
 bus suis. Et Tenend' alteram medietatem
 Clausi pred' cum pertin' E. N. & Heredibus
 suis. Qui quidem J. & E. present' hic in
 Cur' per se admitti ad premissa pred' quibus
 Domini per Seneschallum suum pred' con-
 cesser' inde seifinam per virgam habend' ip-
 sis & Hered' suis separaliter in forma pred'
 Tenend' de Dom' per virgam ad voluntat'
 Domini secundum consuet' Manerii pred'
 per reddit' servic' & consuet' inde prius de-
 bit' & de jure consuet' Et dant Domino de
 fine, &c. Et fecer' fidelitat' Et admissi sunt
 inde Tenentes.

Ad hanc Curiam testat' est per Senes-
 challum pred' ac compert' & presentat' est
 per Homagium quod die, &c. ult' preterit'
 S. D. un' Customar' Tenen' pred' Manerii
 Ven' coram A. B. Arm' Seneschall' pred'
 Manerii & extra Cur' (viz.) apud, &c. in
 Consideratione cent' & quinquagint' librar'
 bone & legalis monete, &c. sibi in manibus
 solut' ad & ante Execution' hujus sursum
 redd' & Relaxationis per S. B. de, &c. Re-
 ception' cujus ipse perinde cognovit &
 exon'avit pred' S. B. Hered' Executor' &
 Admistrator' suos imperpetuum per presen-
 tes ipse pred' S. D. per virgam secundum
 Consuetudinem Manerii pred' sursum redd'
 remittebat relaxabat & imperpetuum quiete

A Surrender & Re-
 lease in
 Considera-
 tion of a
 Sum of
 Money, and
 Admission
 thereupon.

G

clamabat

clamabat pred' S. B. tot illi' Customar' Mes-
suagium sive Tenementum suum & exister' in
in. &c. infra Maner' pred' cum omnibus
atris horreis & cartilag' ad illud spectan' vel
pertin' ac etiam omnia illa quatuor separal'
Clausa pascitur Jacen' p'one pred' Messuag'
continen' per Eiusm' octodecim acr' sive plus
sive minus vocat' &c. & nunc vel nuper in
terra sive occupatione, &c. Hered' vel Assign'
suorum simul cum omnibus Communis pro-
ficuis Commoditatibus & Advantageis adinde
spectan' & totum Scit' rect' T'nu' interest'
usum possession' proprietat' Clam' & De-
mand' quecunq; pred' S. B. tam in lege quam
in Equitate de in & ad pred' Messuag' vel
Tenement' Claua & premissa cum suis per-
tin' Habend' pred' S. B. Hered' & Assign'
suis ad usum ipsius Hered' & Assign' suorum
in perpetuum secund' consuetud' Manerii
pred' per reddit' consuet' & servic' de inde
de jure debet' & accustomat' que quidem
S. B. presens hic in Cur' petit se admitti
ad premissa pred' cui Dominus per Senel-
challum suum pred' concessit inde leinam
per virgam habend' sibi & Heredibus suis
Tenend' de Domino per Virgam ad volun-
tat' Domini secundum consuetud' Manerii
pred' per reddit' Servic' & consuetud' inde
prius debet' & de jure consuet'. Et fil' sol'
pro fine quia remittit' fecit adentat' & ad-
missa est inde tenens.

*A Surren-
der upon
Condition
to be void
on Pay-
ment of a
Sum of
Money.

*Ad hanc Curiam Homag' presentant
quod R. A. unus Customar' tenen' hujus
Manerii citra ultimam Curiam & ante hanc
Curiam scilicet die, &c. sursum reddidit in
manus

manus Domini Manerii pred' per manus
W. B. (loco Ballivi Dom' in presentia J. V.
& J. C. duorum Customar' Tenen' hujus
Manerii id Testan') secundum consuetud'
Manerii pred' totum illud Customar' Mes-
suagium sive Tenementum cum extra domi-
bus, edificis, structis, atriis, horreis, gardi-
nis & una ac' terre customar' (plus sive mi-
nus) cum omnibus & singulis suis pertin-
entis spectant' prout sunt firmat' jacent' &
existen' prope, &c. infra Manerium pred'
modo in tenura & occupatione, &c. sive
Assign' suorum ad opus & usum J. S. de, &c.
Hered' & Assign' suorum imperpetuum.
Provisio semper & sub hac conditione
quod si pred' R. A. Hered' Executores, Ad-
ministratores sive Assign' sui solvant seu solvi
faciant prelat' J. S. Executoribus, Admini-
stratoribus sive Assign' suis plenam summam
quadragesim' librat' & octo solid' bone & le-
galis monete Magre Britannie in vel super
decimum diem Octobr' prox' sequen' sursum
redd' pred' ad domum Mansional' ipsius J. S.
situat' in, &c. pred' absque fraude sive ul-
teriori dil'one. Quod tunc sursum reddition'
pred' foret vacua & nullus effectus aliis re-
manere in pleno robore & effectu.

* A Surren-
der upon
Condition
recited and
the Condi-
tion per-
form'd, and
a fresh Sur-
render up-
on Condi-
tion to ano-
ther for the
Use of a
third Per-
son.

* Ad hanc Cur' Homag' pred' presentat'
quod R. A. unus customar' tenen' hujus
Manerii extra Curiam (viz.) die, &c. Sur-
sum redd' in manus Domini per manus G. D.
in loco Ballivi & in presentia T. G. & G. R.
duorum Customar' tenen' Manerii pred'
secundum consuetud' Manerii pred' totum
illud Customar' Messuag' sive Tenement'

G 2

vocat;

vocat. &c. five quocunque alio nomine cognoscitur cum omnibus Pomariis Gardinis Domibus & pertin' ac etiam tres acras Customar' terre eidem Messuag' spectan' modo in occupatione, &c. Ad opus & usum S. K. de, &c. & Hered' suorum imperpetuum sub Conditione quod si pred' R. A. solveret pred' S. K. plenam summam centum & vigint' & septem librar' super diem, &c. qui foret anno Domini, &c. quod tunc sursum redd' pred' erit vacua alioquin remanere in suo pleno robore & virtute Modo ad hanc Curiam venit J. A. de, &c. per assensum & assignationem pred' S. K. & cognovit plenam satisfaction' secund' formam & effect' sursum redd' condition' Et postea ad hanc Curiam venit R. A. pred' in propria persona sua & in aperta Curia sursum redd' in manus Domini per manus Seneschalli sui pred' omnia & singula premissa pred' cum pertin: Ad opus & usum J. A. pred' & T. A. de, &c. & Hered' suorum in perpetuum sub conditione tamen quod si pred' R. A. Heredes, Executores, Administratores vel Assign' sui solverent seu solvi causarent pred' J. A. & T. A. Executoribus vel Administratoribus suis plenam summam centum & sex' librar' bone & legalis monete Magne Britannie in vel super diem, &c. qui foret Anno Domini, &c. pro usu & beneficio S. M. pred' quod tunc sursum redditio pred' erit vacua & nullius vigoris alioquin reman' in pleno robore & effect'.

Ad

Ad hanc Cur' Homagium present' quod A Surrender upon Condition made by a Man and his Wife.
 S. B. & C. uxor' ejus duo Customar' Tenen' hujus Manerii citra ult' Cur' & ante hanc Cur' scilicet die, &c. ult' preterit' vener' coram J. S. gen' Seneschall' Cur' Manerii pred' apud, &c. (pred' C. adtunc & ibidem existen' sola & secret' examinat' per Seneschall' pred'. Et fursum redd' in manus Domini Manerii pred' per manus & acceptation' Seneschall' pred' totum illud Messuagium sive Tenementum Customar' & Heriotabil' cum pertin', voc' &c. & septem Crosta terre eid' spectan' unde un' eorund' in jacen' opposit' dict' Messuag' aliud vocat', &c. aliud, &c. & duo al' vocat', &c. continen' per estimation' in toto quadragint' acras (plus sive minus) situat' intra Maner' pred' & modo vel nuper in occupatione dict' S. B. & C. sive Assign' suorum ad opus & usum F. L. de, &c. Hered' & Assign' suorum in perpetuum Proviso semper quod si pred' S. B. Hered' & Assign' sui solvant seu solvi fac' eid' F. L. Executoribus, Administratores sive Assign' suis centum viginti septem libras & quinque solid' legalis monete Magne Britannie super duodecimum diem Novembris qui foret in Anno Domini, &c. tunc fursum redd' pred' foret vacua alii remanere in pleno vi & virtute.

Ad hanc Curiam Homag' present' quod Surrender upon Condition to pay a Sum of Money at several Days.
 J. C. & W. C. duo Customar' Tenen' hujus Manerii citra ultimam Curiam & ante hanc Cur' scilicet die, &c. fursum redd' in manus Domini Manerii per virgam tot' ill' duas pecias

pecias five parcel' terre vel pasture continen' per estimationem decem & novem aer' (five plus five minus) unde una pecia inde vocat' per nomen de, &c. Ad opus & usum R. S. Hered' & Assign' suorum in perpetuum. Proviso semper quod si pred' J. C. & W. C. Hered', Executores, Administratores five Assign' sui solvant seu solvi faciant prefat' R. S. Heredibus, Executoribus five Assign' suis summam centum & duodecim librarum legalis monete Magne Britannie modo & forma sequen' (viz.) tres libras inde super septim' diem Octobr' runc prox' sequen' tres libr' super septim' diem April' qui foret in Anno Domini, &c. Et tres libr' inde super sept' diem Octobris extunc prox' sequen' ac centum & tres libr' residuum inde super diem, &c. ad tunc Dom' Mansional' ipsius R. situat', &c. quod tunc futurum redd' illa foret vasa alia remanere in plen' robore & effectū.

Another.

Ad hanc Cur' Homag' present' quod A. T. de, &c. unus Customar' Tenen' hujus Manerii citra ultimam Cur' & ante hanc Cur' scilicet die, &c. sursum redd' in manus Domini Manerii pd' per manus & acceptione T. B. loco Ball' i Domini in presentia G. R. & R. W. duorum Customar' Tenen' Manerii pred' secund' consuetud' Maner' totum illud Customar' Messuag' five Tenement' voc', &c. cum omnibus extra Domibus, Structur' Horreis, Stabulis Auriis Gardinis & quinque Acris Terre Customar' (plus five minus) eid' spectan' unacum suis & quibilibet eorum pertinen' prout eadem sunt situat'

finat' iacen' & existen' in, &c. modo in te-
nura five occupatione. &c. five Assign' suor'
ad opus & usum W. B. de, &c. Gen' & As-
sign' suorum in perpetuum. Proviso tamen
& sub Conditione si pred' A. T. Hered'
Executores, Administratores five Assign' sui
bene & veraciter solvant seu solvi faciant
eidem W. B. Executoribus Administrato-
ribus five Assign' suis plenam summam sep-
tuaginta & quatuor librar' legalis monete
Magne Britannie modo & forma sequen'
(viz.) quadragint' libr' inde super diem, &c.
tunc sequen'. Et residuum & remanere pred'
summ' septuagint' libr' super diem, &c. qui
foret in Anno, &c. ad vel infra domum
mansionalem ipsius W. B. vocat', &c. situat'
& existen' in parochia de, &c. pred' absque
fraude five dil' one quod tunc solum redd'
pred' foret vacua & nullus effectus aliter
remaneret & statet in plen' potestate & ef-
fectu, &c.

Ad hanc Curiam testat' est per Seneschal'
pred' ac compertu' est per Homagiū quod
die, &c. ult' preterito J. M. un' Customar'
Tenen' huius Manerii venit coram J. S. Sen-
Senechallo per paten' Manerii pred' & ex-
tra Curiam (viz.) apud, &c. sursum redd'
in manns Domini pred' Maner' per virgam
secundum consuet' pred' Maner' omnia ill'
quatuor Messuagia five Tenement' sua cum
Cartilagio & perun' adinde spectan' situat'
stant' & existen' in, &c. infra Parochiam
de, &c. & Maner' pred' ad opus & usum
R. H. de, &c. Hered' & Assign' suorum in-
perpetuum sub Conditione tamen quod si
pred'

A Surren-
upon Con-
dition to
pay a Sum
of Money
without
any Abate-
ment on
Account of
Taxes, &c.

pred' J. M. Hered' Executores, Administra-
tores vel Assign' sui vel eor' aliquis bene
& fidel' solvant seu solvi faciant pred' R. H.
Executoribus, Administratoribus vel Assign'
suis plenam & iustam summam, &c. bone
& legalis monete, &c. ad vel super diem,
&c. qui erit in anno Domini, &c. ad vel in
nunc domo mansionali dicti R. H. situat' in,
&c. pred' absque aliqua deductione vel de-
tractione ex eadem pro vel in respectu ali-
cujus Taxationis Assessament' Solutionis vel
alicujus al' mater' vel rei cujuscunque quod
tunc ista sursum redd' erit vacua alit' imple-
na vi remanere.

Present-
ment of a
Surrender
of a Re-
version up-
on Condi-
tion which
not being
performed,
the Surren-
dree is ad-
mitted Ten-
nant.

300.111111
3120.111111
3120.111111
3120.111111
3120.111111

Cum ad Cur' Baronis J. A. Arm' Domini
Manerii pred' ibidem tenr' die, &c. coram
W. B. Arm' Seneschall' ibidem ven' G. C.
unus Customar' Tenen' Manerii pred' in
propria persona sua & in apert' Cur' sursum
redd' in manus Domini Manerii pred' per
manus dicti Seneschall' per virgam tot' il'
jus tunc & reversionem su' de & in uno Cu-
stomar' Messuag' five ten' to & decem acris
terre vocat, &c. cum omnibus Horreis Sta-
bulis, Edificiis & Gardinis, Pomar' & pertin'
quibuscunque adinde spectan' & pertinen'
nunc in tenura J. C. vid' matris pred' G.
quando accideret post mortem dicte J. Ad
opus & usum H. P. de, &c. Hered' &
Assign' suorum imperpetuum sub hac tamen
Conditione quod si pred' G. C. Hered' Exe-
cutores, & Assign' sui aut aliquis eorum sol-
vant seu solvi fac' prefat' H. P. Executoribus,
Administratoribus sive Assign' suis centum
& quinquagint' libr' legalis monete, &c. su-
per

per diem, &c. ad Domi, &c. Quod tunc
 suum redd' pred' foret nullius effectus
 Modo ad hanc Cur' ven' pred' H. P. Et
 (pro eo quod conditio pred' non est per-
 format' per eundem G. C.) humillime per
 de Domino admitti tenen' ad reversionem
 pred' Ten'orum cum pertine' cui Dominus
 per Seneschallum concessit inde seisinam per
 virgam habend' & tenend' pred' reversion'
 Ten'orum pred' cum pertine' eidem H. P.
 Hered' & Assign' suis imperpetuum post
 mortem pred' J. C. ad volum' Domini se-
 cundum consuetud' Manerii pred' per redd'
 & servic' prius inde debet' & de jure con-
 suet' & dat Domino de fine, &c. & admis-
 sus est inde tenens, &c.

A Surren-
 der made
 in Confid-
 eration of a
 Marriage
 and a Mar-
 riage-For-
 tune by the
 Husband,
 to the Use
 of himself
 for Life,
 Remainder
 to his Wife
 for Life,
 Remain-
 der to his
 Heirs on-
 her Body,
 Remainder
 to his right
 Heirs, on
 Condition
 to pay a
 Sum of Mo-
 ney to such
 Person as
 he shall by
 Writing di-
 rect, within
 a Year after
 his Death.

* Ad hanc Cur' ven' T. H. un' Customar'
 tenen' Manerii pred' & in plen' Cur' in con-
 sideratione Maritagii habend' inter ipsum
 pred' T. H. & S. H. de, &c. *Spinster*, &
 ducent' librar' eidem T. H. solvend' in Ma-
 ritagio cum pred' S. H. sursum redd' in
 manus Domini Manerii pred' per manus &
 acceptation' M. C. Seneschall' ibidem se-
 cundum consuetud' Manerii pred' unum
 Messuagium, &c. ea intentione quod Do-
 mini Manerii pred' reconcedere dignarent'
 premissa pred' Ad opus & usum ipsius T. H.
 & S. H. designate uxor' ejus pro & durante
 termino vitarum eorum & vite eorum diu-
 tius viven' & post eorum decessum ad
 usum heredum de corpore pred' S. per dict'
 T. legitime procreand' & pro defectu talis
 exitus ad usum rect' hered' pred' T. imper-
 petuum subject' tamen & sub conditione pro

solutione summe quinquagint' librar' legalis
 monete Magne Britannie tali persone seu
 talibus personis cui vel quibus pred' T. ante
 vel post Maritag' inter eos solemnizand' per
 aliquod scriptum sub manu & sigillo pred' T.
 Testatum per tres vel plures credibiles testes
 declararet limitaret vel appunctuaret' sol-
 vend' infra spacium unius anni post decessum
 ipsius T. H. & vite S. designate uxoris ejus
 & non ante & pro defectu' solutionis ad
 usum talis persone five personar' cui vel qui-
 bus pred' S. H. per aliquod tale scriptum
 ditiger vel appunctuabit usque pred' sum-
 ma quinquagint' librarum cum legal' in-
 teresse solut' foret & super inde dicti T. H.
 & S. H. presentes in curia in propriis per-
 sonis suis petunt gratiam Domini Manerii
 pred' quod admitt' tenen' ad premiss' pred'
 secundum formam & effectum dicte scilicet
 redditionis. Quibus quidem T. H. & S. H.
 Domini Manerii pred' per dictu' Sceneshall'
 liberaver' de premiss' seisinam per virgato
 Tenend' eis & assignat' suis pro termino vi-
 tarum suarum naturalium & vite eorum
 diutius viven' si Maritagium pred' solemp-
 nizaret' & non aliter secund' formam & ef-
 fectum dicte fursumredd' de Domino Ma-
 nerii ad voluntat' Domini secund' consue-
 tud' Manerii predict' per reddit' & servic'
 inde prius debit' & de jure consuet' &c.
 & dictus T. fec' fidelitatem, &c. & ad-
 missi sunt inde Tenentes, &c. salvo cuique
 jure, &c.

Ad hanc Curiam compertum est per Ho-
magium pred' quod W. H. Gen' unus Cu-
stomar Tenen' hujus Manerii citra ult' Cur'
& ante hanc Cur' (scilicet talibus die mense
& anno) sursum reddidit extra Curiam in
manus Domini Manerii pred' per manus &
acceptation' D. T. & R. G. duorum Custo-
mar tenen' ejusdem Manerii in present' S. J.
Gen' stant in loco Ballivi Domini Manerii
pred' totum illud ejus Messuagium sive Te-
nement', &c. cum pertin' tent' de Manerio
pred'. Et que modo sunt vel aliquando fue-
runt vocat, &c. & firmat & existen' inlr'
Maner' pred' ac etiam omnia alia Custo-
maria terras Tenementa & Hereditamenti
quecunque pred' W. H. & per ipsum teni'
de Manerio pred' ad opus & usum Testa-
menti & ultime voluntatis in scriptis ipsius
W. H. & tal' personar' sive talis persone &
eorum sive ejus Hered' quibus vel cui idem
W. H. per tal' Testamentum sive ultimam
voluntatem sua devisaret eadem.

A Surren-
der to the
Use of the
last Will
and Testa-
ment.

*This is now
unnecessary
see 5593
192 -*

* Present-
ment of a
Surrender
of Lands
to a Man
and his
Wife for
their Lives
and after-
wards to
the Use of
such Per-
sons as they
shall give
the same
by Will
with Ad-
mittance in
Pursuance
of the Will
after the
Death of
the Surren-
dron.

*Cum ad Cur' hic teni' pro Maner' pred'
die, &c. T. B. de, &c. unus Customar Te-
nen' Manerii pred' in plena & aperta Cur'
sursum redd' per virgam in manibus Domini
dicti Maner' secundum consuetud' Manerii
pred' unum Messuag', &c. & un' Camp'
vocat, &c. cum omnibus & singulis pertin'
situat', &c. Ad opus & usum dicti T. B.
& L. uxor' ejus pro & duran' termin' vitar'
suar' natural' & vite alterius eorum diutius
viven' & post decessum eorum superviven'
tunc ad opus & usum tal' persone vel per-
sonar.

Summe A
Surrender
to the Use
of a Man's
last Will,
and of the
Will and
Admit-
tance upon
it, and a
fresh Sur-
render and
Admit-
tance on
the Condi-
tions men-
tioned in
the Will.

sonar' & de & pro tali statu vel statibus
qual' dictus T. B. per ult' voluntat' & Te-
stament' ejus limitaret vel appunctuaret. Et
pro defect' talis Testamenti tunc ad opus &
u'um rect' Hered' dicti T. B. imperpet' &
quod pred' T. B. condidit ult' voluntat' &
Testament' suum in script' Modo hic in
Cur' prolat' geren' dat', &c. Tenor' unde
sequit' in his Anglican' verbis (viz.) [*I will
and devise all my Copyhold-Lands lying in the
Parish of, &c. unto my Daughter A. B. and
her Heirs and Assigns for ever, &c.*] Et Modo
ad hanc Cur' Homag' pred' super Sacram'
suum present' quod T. B. & L. uxor' ejus
obier' & pred' A. B. presen' hic in Cur' per
se admitti Tenen' ad premissa pred' cui
Dominus per Seneschall' suum pred' con-
cessit inde seisinam per virgam haben-
dum & Tenendum premis' predict' cum
pertin' eid' A. B. secundum formam & effe-
ctum sursum redd' & Testamenti pred' de
Domino per virgam ad voluntat' Domini

*Rectal of secundum consuetud' Manerii pred' per an-
nual' reddit', &c. fidel' sect' Cur' & al' ser-
vic' inde prius debet' & de jure consuet' &
pro ingru' suo inde dat Domino de fine
prouit pater, &c. & sec' fidel' & admissa est
inde Tenen'.

*Ad hanc Cur' Homag' pred' sup' sacram'
suum pred' presentant quod die, &c. ultimo
preterito J. C. unus Customar' Tenen' Ma-
nerii pred' un' Messuagium, &c. jacen', &c.
infra Maner' pred' extra curiam sursum
redd' in manus Domini Manerii pred' per
virgam secundum consuetud' ejusdem Ma-
nerii

nerit per manus A. B. & C. D. Customar' tenen' pred' Manor' & jurat' ad capiend' sursum reddit' in extremis tantum tot' illud Customar' Messuagium sive Tenementum suum cum pertin' adinde spectan' situat' jacent' & existen' in, &c. cognit' per nomen, &c. tunc in tenura sive occupatione, &c. ad opus & usum ult. voluntat' sue in scriptis sub manu & sigillo suis & usus in eadem declarat' Quodque pred' J. C. post consecration' sursum redd' pred' obiit seiste' modo ad hanc Cur' ven' A. C. vid' mater pred' J. C. & protulit' hic in Curiam ult' voluntatem sive Testament' dic' J. C. debet' modo fact' & probat' in Curiam, &c. sgeren' dat, &c. ult' preterit' tenor' cujus quoad Messuagium sive Tenementum pred' cum pertin' sequitur in his verbis, scilicet: [*Whereas I have surrendered into the Hands of the Lord of the Manor of, &c. all that my Customary Tenement in, &c. with the Appurtenances, to such Use as should be declared in and by my last Will and Testament: Now therefore my Will is, and I do hereby give and Devise the said Tenement with the Appurtenances, to my loving Mother A. C. for and during her natural Life; and after her Death, I do give and devise the same to my Kinsman J. C. Son of, &c. and his Heirs for ever upon this Condition, That he pay unto his Brother T. C. 50 l. and to his Brother H. C. 25 l. &c. to be paid to them or their Heirs, within one Year next after the Decease of my said Mother A. C.*] Et super hoc pred' A. C. petit se admitti ad premissa pred' secundum formam & effectum Testament' pred' pro termino vite sue naturalis
cui

huius Domini per Seneschall' suum predict' concessit inde seisinam per virgam habend' sibi & Assign' suis pro term' vite sue naturalis Reman' inde in form' pred' Tenend' de D'no per virgam ad volunt' D'ni secund' consuet' Manerii pred' per redd' servic' & consuetud' inde prius debui' & de jure consuet' & dat Domino de fide fecit fidelitat' & admissa est inde Tenen' & postea sedente Curia pred' A. C. sursum redd' in manus Domini per manus Seneschall' sui pred' per virgam secundum consuetud' Manerii pred' tot' illud Mesuagium sive Tenement' pred' cum pertin' vocat' sive cogn' per nomen, &c. & totum statum jus titul' & interesse sua de & in eadem ad opus & usum pred' J. C. filii J. C. Hered' & Assign' suorum imperpetuum cui quidam J. fil' plen' hic in Cur' Dom' per Seneschall' suum pred' concessit inde seisinam per virgam habend' sibi & Heredibus suis sub conditionibus in ult' volunt' sive Testamento pred' J. C. defunct' mentionat' & content' Tenend' de Domino per virgam ad voluntat' Domini secund' consuetud' Manerii pred' per reddit' servic' & consuetud' inde prius debui' & de jure consuet' & dat Domino de Fide fecit fidelitat' & admissa est inde Tenens.

A Recovery in Court-Baron.

AD hanc Curiam venit A. B. de, &c. in propria persona sua & queritur versus W. W. de placito Terr' (viz) de uno Mesuag', &c. cum pertin' in, &c. Ten' de isto Maner' per Copiam Rorulor' Cur' istius Manerii

Manerii & fecit protestationem prosequi
 Querelam suam pred' in Cur' pred' in forma &
 natura brevis Dom' Reg' de recto Patent'
 ad communem legem secundum consuetud'
 Manerii pred' & inven' pleg' de prosequen'
 Querelam suam pred' hic in eadem Cur'
 scilicet C. D. & E. F. & petit process' super-
 inde sibi fieri versus prefat' W. W. secund'
 consuetud' Manerii pred' Ideo secund' con-
 suetud' Manerii pred' precept' fuit J. S. Bal-
 livo Manerii pred' ac Ministro Cur' illius
 quod summon' pred' W. W. ita quod sit hic
 ad prox' Curiam Manerii pred' scilicet die,
 &c. Tenend' & respondend' pred' A. B.
 de placito pred' & nunc quod habeat ibid'
 nomina summon' & precepti & idem dies
 dat' est petent' hic, &c. & modo scilicet ad
 hanc Curiam ven' prefat' W. W. in propria
 persona sua & in plena Cur' hic gratis obtru-
 lit ad respondendum prefat' A. B. de placito
 pred' per bonos sum' suos scilicet C. D. &
 E. F. secund' consuetud' Maner' pred' & sur-
 per hoc modo ad hanc Curiam pred' A. B.
 scilicet in propria persona sua venit & petit
 versus pred' W. W. Messuag', &c. pred'
 cum pertin' Ten' de isto Manerio per co-
 piam Rotulor' Curie illius ut jus & heredi-
 tatem suam & unde dicit quod ipsemet fuit
 seisiuus de Tenemento pred' cum pertin' in
 dominico suo ut de feodo & jure secund'
 consuetud' Manerii pred' tempore pacis tem-
 pore Dom' Reg' tunc capiend' inde explei
 ad valent', &c. Et quod tale sit jus suum
 offert, &c. & pred' W. W. venit & defend'
 jus suum quando, &c. & seisinam ejus de
 qua seisina, &c. ut de feodo & jure, &c. &
 max

maximo de Tenementis pred' cum pertin' & coram, &c. & ponit se super Homag' predict' secund' consuetud' Maner' predict' & petit recognitionem fieri utrum ipse majus jus habet Tenend' Tenement' pred' cum pertin' sicut ille tenet pred' A. B. Habend' p'd' tenem' cum pertin' sicut ille sop' petit, &c. & pred' A. B. per' Licent' inde interloquend' usque horam undecim' ante meridiem ejusd' diei & habet, &c. eademque hora dat' est prefato W. hic, &c.

Et postea idem A. B. revenit hic in Curiam isto eodem die ad pred' horam in propria persona sua & pred' W. W. licet solemniter exact' non reven' sed in contempt' Cur' recess' & defaultam fecit. Ideo secundum consuetudinem Maneris pred' concessam est per Curiam quod predict' A. B. recuperet seisin' suam versum pred' W. W. de Tenement' pred' cum pertin' secund' consuetud' Maner' pred' Tenend' idem A. B. & hered' suis secund' consuetud' dicti Man'ii quiete de pred' W. W. & hered' suis imperpet' & idem W. W. in m'a, &c. & modo ad ist' Cur' Dominus in execution' Judicii & recuperation' pred' per Sen'lum suum concessit prefat' A. B. de Tenementis pred' cum pertin' seisin' Tenend' sibi Heredibus & Assignat' suis per virgam ad voluntatem Domini secund' consuetud' Maner' pred' & fecit inde Domino finem & fidelitatem & admitt' est inde Tenen'.

Et postea scilicet ad ist' eand' Cur' pred' A. B. adtunc presens existen' ven' & pred' W. W. sursum reddidit in manus Domini Tenement' pred' cum pertin' ad opus & usum

usum pred' A. B. Hered' & Assign' suorum
 imperpetuum & ulterius prefat' W. W. Re-
 misit relaxavit & omnino pro se & Hered'
 suis imperpet' quiet' clam' prefat' A. B. Hered'
 & Assign' suis in sua plen' & pacifica possessione
 & seifina existent' die coact' presen' secund'
 consuetud' dict' Maner' de & in Tenement'
 pred' cum pertin' totum jus Stat' titul' clam'
 interess' seu demand' sua quecumque que un-
 quam habuit habet seu quovismodo in futur'
 habere poterit de aut in Tent' pred' cum
 pertin' aut aliqua parcel' eorund' ita viz quod
 nec prefat' W. W. nec Hered' sui aut al'
 eorum aliqua jus titul' stat' clam' interess'
 seu demand' de aut in Tenement' pred' cum
 pertin' suis nec in aliq' parcel' eorund' de
 cetero exiger' clamar' seu vindicar' pote-
 rint nec debent in futur' sed ab omni actione
 juris tituli clamei usus interess' & demand'
 inde pretend' imperpet' sint exclusi & qui-
 libet eorum sit exclusus imperpetuum per
 present'. Et preterea prefat' W. W. con-
 cess' pro se & Hered' su' que ipse War-
 rant Tenement' pred' cum pertin' prefat'
 A. B. & Hered' su' contra omnes homines
 in perpet'.

Cont
 137

The

The Nature and Customs of Copyhold Estates, with some Special Law Cases relating to them, and the Business of Court-keeping and Land-Stewardship, under several Heads.

I Shall begin this Chapter with the Definition of a Court-Leet and Court-Baron, and the Etymology of the Word Manor; but as my *Complete Court-Keeper* contains not only those Things, but the whole Business of Court-keeping at large, I shall be as brief as may be on these Points and in this whole Work, with regard to the best Informations.

Court-
Leet.

Court-Leet is designed to be an ancient Court of Record, ordained for punishing small Offences committed against the Crown: It is supposed this Court was held at first by the King's Grant, but at this Time it is commonly claimed by Prescription, and may be held in any Place within the Precinct twice in every Year, (viz.) within a Month after *Easter*, and a Month after *Michaelmas*, which is the usual Times of holding it; but if it hath been a Custom to keep a Court-Leet at any other Time in the Year, it is good if due Warning be given. And of this Court the Steward is Judge.

Every Person from the Age of twelve to forty Years that dwells within the Leet, is obliged to do *Suiz* in this Court, unless he be

*proferre hunc
Sunt*

be under the Sheriff's Trow : And a Stranger, in Case of the want of the Jurors, may be made to serve on the Jury; and not only Tenants, but all that are Resident within the Lect, if they offend, are punishable. *Maitl. chap. 10. F. N. B. 160.*

And in respect to Juries, in some Cases the Steward may impanel a second Jury, to enquire into the Concoalmens of the first; and fine them. 33 H. 8. 6. & *Elix. 17.*

If a Stranger refuses to serve on a Jury, when there is not a sufficient Number without him, you may fine him: And a Steward may fine any Man for a Concoalm in the Face of the Court; as if he refuse to be sworn of the Jury, or being sworn, doth depart without giving Verdict, and in such like Offences, but he cannot commit any to Prison, 8 Rep.

A Court-Baron is incident to, and inseparable from a Manor, and is called the Copyholders Court, when it is for Trial of Titles to their Lands, for taking and passing Estates, Surrenders, Administrations, &c. and herein the Lord or his Steward is Judge; and is called the Freeholders Court, when the Actions and Proceedings are for Trial under 40 s. which is something like a County-Court, and the Proceedings much the same: These Courts were originally granted by the King, but now most are by Prescription, and may be held once in three Weeks, or as often as the Lord or Steward shall think fit, who is Judge in Law, and is obliged to register all Records of the Court, and

*in Regard to
fine*

Cont-1
Baron.

The Court-Keeper's.

and other Proceedings between Lord and Tenant, and between Tenant and Tenant, and to be indifferent between them. And he hath great Authority in his Office.

A Manor cannot be without a Court-Baron, and this Court cannot subsist without two Freeholders or Customary Copyholders, as a Court-Leet may; but it may consist of less than twelve Jury-men which the Court-Leet cannot.

And there are two Sorts of Court-Barons, one at Common Law, incident to every Manor, and is of Freeholders, who are Judges; and the other a Customary Court, consisting of Customary Tenants; for without them it cannot be: And this Court may be holden without Free-Suitors or other Tenants (except Copyholders) and of this Court the Lord or his Steward is Judge. 1 Inst. 58.

The Court-Baron must be holden within the Manor; for if it be holden without the Manor, it is void, unless a Lord having two or three Manors, hath usually Time out of Mind kept at one of his Manors Courts for all the said Manors; then by Custom such Courts are sufficient in Law. 1 Inst. 58. a.

The usual Time of keeping the Court-Baron is once in three Weeks; but altho' no Court Time out of Mind, hath been holden within the Manor, yet it is not thereby extinct and lost, for it is incident to a Manor of Common Right. 4 Rep. 126. And every publick Trespass and Offence in this

*Court Baron
not without two
Freeholders
or Copyholders*

*Two sorts of
Court Barons*

*must be
holden within
the Manors*

*Time of keeping
Court Baron*

*every publick
Trespass*

this Court, must be punished by Amerciamment, which must be done by presenting the same.

Tenant at Will of a Copyhold Manor may grant Copyhold Estates, but cannot keep Courts.

A Manor consists of Demesnes, Tenants, Services, and a Court-Baron, and must be Time out of Memory; for a Manor cannot be made at this Day, because a Court-Baron depending upon Custom cannot now be made; and this Court is the chief Prop and Pillar of a Manor, for no sooner doth that fail, but the Manor falls to the Ground.

For the original of Manors our Books tell us, That the ancient Kings of this Realm, who had all the Lands of England in Demesne, did grant a certain Compass of Ground unto some great Personages, with liberty to parcel out the same to other inferior Tenants, reserving such Duties and Services as they thought fit, with Power to keep Courts, where they might redress Misdemeanours, punish Offences committed by their Tenants, and decide Controversies within such their Precincts. These Grantees were such as came to Parliament and were called Barons, from which these Courts retain the Name of Courts-Baron.

For the Etymology of the Word Manor, it is with the most Probability thought it comes from the French Word *Mesner*, to govern or guide, because the Lord hath the Government of the Tenants within his Jurisdiction.

*the Etymology
of Manors*

A Copyholder and his Estate.

A Copyholder is one which holds Lands by Copy of Court-Roll, and is the only Tenant in Law that enjoys Lands by the Copy of any Record, Deed or Charter. The Title or Estate of the Copyholder is entered in the Roll, and the Steward delivereth him a Copy thereof; from whence he is called a Copyholder.

A Copyholder cannot in any Action real, implead or be impleaded in any Court but the Lord's Court, for or concerning his Copyhold; but in Actions that are merely personal, he may sue or be sued at the Common Law.

A Copyholder originally had (in Judgment of Law) but an Estate at Will, yet Custom had so establish'd and fix'd his Estate, that this by the Custom of the Manor is descendible, and his Heirs shall inherit it; so that the Custom of the Manor is the Life and Soul of Copyhold Estates; for without a Custom, or if Copyholders break their Customs, they are subject to the Will of the Lord: And as a Copyhold is created by Custom, so it is guided by Custom. 4. Rep. 21.

A Copyholder doth not derive his Estate out of the Estate or Interest of the Lord only, for then the Copyhold Estate would cease, when the Estate of the Lord determined; but the Copyholder is in by Custom: Yet it is looked upon but as a base Estate, and not so worthy as Freehold. 4. Rep. 23. 4.

The

*When he
impleads
the Lord's Court
e 186*

*Custom the
Life of Copyhold
Estate*

Customantion.

The Court of Chancery gives Relief to the Copyholder in many Cases, as it will compel the Lord to admit, gives Remedy in Cases of Forfeiture, unreasonable Customs, &c.

148

Chancery giving Relief

Custom is defined to be a reasonable Act repeated and continued Time out of Mind; it begins and grows to perfection in this Manner: When a reasonable Act once done, is found to be good and beneficial to the People, then do they use it often, and by frequent Multiplication of the Act, it becomes a Custom; and being continued without Interruption Time out of Mind, it obtaineth the Force of a Law, to bind each particular Places, Persons and Things which are concerned therein.

Customs of Copyhold Lands.

And a good Custom must be grounded on Antiquity, Continuance, Certainty and Reason. Antiquity for that it has been Time out of Mind, or sixty Years, as limited by Statute. Time out of Mind is where no Man then living hath heard or known any Proof to the contrary. Continuance; Custom, ought to have Continuance without Interruption Time out of Memory; for if it be discontinued within Time of Memory, the Custom is gone. Custom must be certain, because an uncertain Thing may not be continued Time out of Memory; and Custom must be reasonable, and not against common Right or against the Law of the Land.

Nature of Custom

An unreasonable Custom, as for a Lord to exact unreasonable Fines, for a Copyholder

Unreasonable Custom

The Court-keeper's

for Life to cut down and sell Timber-Trees, or the like, is void.

But Custom that a Copyholder in Fee might name his Successor, and so *in perpetuum*; and that such a Copyholder in Fee might sell Timber, is a good Custom. 1 *Bulst.* 150.

Custom which is contrary to the Publick Good, or injurious to a Multitude, and beneficial only to some particular Persons; such Custom is repugnant to the Law of Reason, and consequently void. 2 *H.* 4. 24.

All Customs shall in Construction be taken strictly, and shall not extend beyond the Words of them: And a Custom never extendeth to a Thing newly created, but what may be claimed by Prescription, may be good by Custom; and what may have Commencement by Grant, may be claimed by Prescription. 2 *Saunders* 126.

By the Custom, the Lord as Chancellor in his own Court, may dispose of a Copyhold Estate when the Tenant leaves it uncertain.

Under-Tenant, although he be but Tenant for a Year, yet he shall have all the Benefits and Privileges which the Copyholder himself might have, and he is distrainable for the Rents and Services due and payable to the Lord; for the Charge lies upon the Land, and not upon the Custom.

Custom of a Manor is, That every Copyholder at his Death, shall pay to the Lord his best Beast for a Heriot. A Feme-Sole within the Manor, Tenant for Life, takes a Hus-

Copyholder

Customs void

Customs taking strictly

By the way

Under-Tenant

By the way

Husband and dies. It has been adjudged in this Case, That although the Custom was good, yet as this Case is, no Heriot shall be paid, because the Wife had not any Goods by Cattle to pay the same: But if the Husband were taken Tenant in Right of his Wife, I take it to be otherwise; and that then the Husband must answer the Heriot. If the Copyholder is beyond Sea at the Time of the Death of his Ancestor: The Custom of the Manor is, That those who claim Copyholds by Descent ought to come at the first, second, or third Proclamation in Court, to take up their Estates, or else they should be forfeited. After these Proclamations passed, the Heir beyond Sea did not return in two Years, but upon return prayed to be admitted, and offered the Lord his Fine in Court, which the Lord refused to accept of, and to admit the Heir, but seized the Land as forfeited. It was adjudged in this Case, That it was no Cause of Forfeiture, because the Heir was beyond Sea at the Time of the Proclamations made, and could have no Notice thereof.

*was to take up
Oftener*

*high & small
- say a good
- many*

consequence

If the Lord of a Manor is seized of an ancient Copyhold for Forfeiture, or by Escheat, and lets the same at Will, without Copy for divers Years; this is not any Interruption of the customary Nature of the Land, but that the Lord may grant it again by Copy.

*Lord seized -
by Forfeiture*

Inhabitants in a Vill, without Custom, may make By-Laws for repairing of a Church, Highway, or any Thing for the Publick.

*Laws without
Custom -*

Publick Good, and the greater Part shall bind all without any Custom; but if it be for their own private Profit, for the well ordering of their Common of Pasture, or such like, there without Custom, they cannot make such By-Laws. 5 Rep. 62, 64.

Tenant by Copy of Court-Roll cannot by the Common Law take Trees for House-wood, Hedge-wood, &c. as Tenant for Years or Life may do who have an Estate certain; but a Copyholder by special Custom may do it. Cro. El. 2. 5.

The Custom is for Copyholders of Inheritance to cut Timber-Trees for Repairs; He, nor his Lessee cannot employ Trees felled with the Wood to any such Use, to regard that, hereby, his special Property ceaseth. 1 Keb. 69.

If a Copyholder for Life cut down Timber-Trees, the Lord may take them; If Under-Lessee for Years of a Copyholder cut down Timber, it shall not be a Forfeiture of the Copyhold Estate. Style, 233.

If Copyholder for Life surrender to the Use of another in Fee, this is no Forfeiture; for this passeth by Surrender to the Lord, and not by Livery: And Copyhold Estates shall not have such Qualities, as Estates at the Common Law have, without special Custom. 2 Rep. 4. *Clan and Pearse*.

Copyhold Lands are within the Words and Intention of the Statute. 4 H. 7. 24. of Fines with Proclamations, and five Years Non-claim, and shall be barred; as a Lessee for Years and his Lessor shall be barred,

Statutes
extending
to Copy-
holds.

Tenn. by Court
Roll not of Ten.
for self

Custom to Cut
Timber Trees
for Repairs

in a Forfeiture

barred, for the Copyholder and his Lord. Copyholders are liable to the Statute of Recusants: 13 El. cap. 4. and the King shall have the Profits of the Lands only, but no Estate. 1 Leon. 98.

2. Action of Debt doth not lie for Arrears of Copyhold-Rents, but only of Rents of Free-Land. And Statute 32 H. 8. extends not to them. Telo. 135.

3. Copyhold Estates are within the Statute, 32 H. 8. 9. of Maintenance, and Statute 2 W. 1. 2. extends to Copyholds, which gives a *Cui in vita* upon a Discontinuance made by the Husband. And the Statute 32 H. 8. 9. against Champerty and Tithings Titles, which gives an Entry in lieu of a *Cui in vita*, extendeth to Copyholds; and Copyholds are within all the Statutes of Bankrupt, and may be sold by Commissioners as other Lands.

4. When an Act of Parliament altereth the Service, Custom, Tenure, and Interest of Land, or other Thing in prejudice of the Lord or Tenant, there the general Words of such an Act shall not extend to Copyholds. And as long as a Copyhold of Inheritance is in the Tenant's Hands, it is not liable to any Estate or Charge of the Lord, as Dower, Curtesy, Elegit Statute, &c. But when it is in the Lord's Hands it is liable. Co. 4. 22.

5. Lords of Manors have large Power in making Grants, for a voluntary Grant made by the Lord himself, it is said, the Law therein neither respecteth the Quality

Dell. 5. has

Statute extends to Copyholds

Act of Parliament not extending to Copyholds

*Of Grants and who may be Grantors and Grantees of Copyhold Estates, and what Land may be granted.

of his Person, nor the Quality of his Estate; for he be an Infant, or Non Compos, an Idiot, or Lunatick, an outlawed Person in any personal Attainder, or an excommunicate Person, notwithstanding these are Disabilities at the Common Law, yet he is capable of making a voluntary Grant by Copy, if his Title to the Estate be good and lawful.

And it is not material, whether the Lord's Estate be in Fee-simple, Fee-Tail, or Dower, or as Tenant by the Curtesy, for Life or Years, as Guardian, or as Tenant by Statute, by Elegit, or as Will; the least of these Estates is a sufficient Warranty to the Lord to Grant a Copyhold estate.

The same Persons that are capable of a Grant by the Common Law, are capable of a Grant by Copy, according to the Custom of the Manor. And an Infant, a Man non Jure Memoriae, an Idiot, a Lunatick, an Outlaw, or Excommunicate, may be a Grantor of a Copyhold Estate as well as a Grantor.

Tho' in either Case it is very rare that you find such Persons either Grantors or Grantees; and it might be unsafe to accept of a Grant from a Lord Non Compos, &c. if the same were so be disputed in an equitable way.

A Feme-Covert may be a Purchaser of Copyhold Lands, and this Purchase shall stand in force until her Husband disavows; and a Feme-Covert may receive a Copyhold by surrender from her Husband, because

He is not

*personally capable
to grant -*

*He is not capable
to accept
of a grant -*

*a Feme-Covert
may purchase
Copyhold Lands*

*Surrender or good
for her Husband*

cause

COMPANION.

cause the cometh not immediately by him, but by the Admittance of the Lord according to the Surrender.

The Grants of Copyholds by Infants, Persons Non Compos Mentis, Lunatics, outlawed Persons, &c. are made good by Custom, by reason the Custom of the Manor is the main Foundation on which is built the Copyhold-Estate; and what the Custom doth confirm to the Copyholder, the Law will ever allow and support, notwithstanding any such Disabilities and Imperfections in the Grantor's Person. Co. Lit. fol. 38. b. No 7. 21.

Disabilities made good by Custom

All Grants must be according to the Custom of the Manor, and Rents and Services Customary must be reserved; for what Acts of the Lord in granting Copyholds are not confirmed by Custom, but only strengthened by the Power and Interest of the Lord, have no longer Duration than the Lord's Estate continueth.

Grants to be according to Custom

A Grant upon an usurped or unlawful Title shall never bind the right Owner, but that by Action or Entry he may avoid it; for the Law will not support a Custom, which shall tend to the disinheriting of the lawful Owner.

Grant unlawful not binding

A Manor may be granted by Copy, and generally all Lands and Tenements within the Manor, and whatsoever concerneth Lands and Tenements, may be granted by Copy; as a Fair appendant to a Manor, and Under-woods without the Soil, and the Herbage of Land may be granted by

Manner granted by Copy

The Court-keeper's

Copy; but the Waste may not be granted by Copy. Co. Lit. 58. b.

If the Lord of a Manor acknowledge a Statute, and then granteth Lands by Copy, and after the Manor is delivered to the Connee in Extent, the Grant cannot by this be impeached.

And Dower will not impeach Grants of Copyhold Lands; as if a Lord of a Manor after Marriage maketh Grants of Copyhold Estates, though the Feme Sole hath the Manor assigned her for her Dower, she cannot avoid the Copyhold Estates, for the Copyholders are in by Custom, which is paramount to the Title of the Feme. Co. of Copyholds, 45.

If a Man grant all his Demesne-Lands, his Copyhold-Lands will not pass thereby, if he had other Demesnes to satisfy the Words of the Grant. 2 Re. Rep. 236. And if I grant all my Lands and Tenements in D. my Copyhold-Lands there shall not pass, because they cannot pass by any such Assurance. Owen

A Copyholder may not convey his Copyhold to a Stranger without Surrender and Admittance; but he may grant his Estate out of Court to the Lord of the Manor by Bargain and Sale, or Release; for the Custom, in this particular, is not between the Lord and Tenant, but between Tenant and Tenant only. Winch. Rep. 57. Hasset and Hanson. 1 Keb. 808.

Grant not impeached.

Grant not impeached by Dower

in Copyhold Lands do not pass

Copyholder cannot convey without admittance

may grant to another by Sale

The

The Authority of the Lord is very extensive, but consists chiefly in punishing Offences and Misdemeanours committed within his Precincts, in Non-performance of Customs, Breach of By-Laws, not discharging of Duties, and such like.

In deciding Controversies arising about the Title of Copyhold Land lying within his Bounds; and when he sits in Court as Judge to debate of this Nature, he is not tied to the strict Form of Common Law; for he is Chancellor in his Court and may redress Matters in Conscience upon Bill exhibited, where the Common Law will afford no Remedy.

If a false Judgment be given in a Court-Baron by the Steward against a Copyholder, the Copyholder in such Case shall not have a Writ of Error or Writ of false Judgment, but he may sue in the Court of the Lord by Bill to be relieved against such Judgment; and the Lord as Chancellor may give him Relief therein, and shall restore the Land to the Party.

In a Court-Baron an Action of Debt lieth for the Lord himself, because the Stewards are Judges; but in a Court-Leet, the Lord cannot maintain any Action for himself, because his Steward is Judge.

The Lord may make Admittances upon voluntary Grants, Admittances upon Surrenders, Admittances upon Descents, in any Place out of the Manor; give Licence to Copyholders to alien by Deed; which the Steward cannot do but by the express Words in his Warrant, or by special Authority

given him by the Lord, or by some particular Customs warranting the same.

The Lord of a Manor may retain a Steward by Word, which shall be good until he be discharged, and such a Steward may take a Surrender out of Court: But to perfect him in his Office, especially to make voluntary Admittances, it is necessary he have a Warrant. *Co. Lit. 61. b.*

The Steward in the Lord's Absence, sitteth as Judge in Court, to punish Offences, determine Controversies, redress Injuries and the like; but whatsoever he does is in the Lord's Name and not in his own. *Co. of Copyholds, fo. 143.*

If a Grant of a Stewardship be made to one, and for some Fault or Defect in the Grant, it is avoidable; yet Courts kept by him before the Avoidance shall stand in Force.

A Deputy-Steward may not be appointed by the Head-Steward, without he has a Power by express Words in his Patent or Warrant to do it, or has the Lord's Consent.

But if he has such Power, he may appoint a Deputy, and the Deputy-Steward will have as much Power as the Head-Steward, and the Head-Steward as much Power as the Lord, except in Admittances out of Court, as I have said before.

A Steward of a Manor may take Surrenders in any Place, which a Steward of a Court cannot. *1 Leon p. 227.*

If any Suitor present in Court, refuse to be of the Jury, or for Contempt or Disobedience in Court-Lect, the Steward may

Stew. may set a Fine upon Suitor without
for Contempt.

Steward retained

by Word only -

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

into factum & not

set a Fine upon him without affirming by Affeerors: But when one is amerced, that shall be affirmed by Affeerors. 10 H. 6. fo. 7.

A Leet is said to be a Court of Record, and the Steward is Judge of Record, and may assess a Fine for Contempt made in the Leet, and the Lord shall have Debt for that: And it is said, That the Lord may distrain in the High Street for Amerciament in the Leet. 21 H. 7. fo. 33. 7 H. 6. fo. 13. 34 Ed. 2.

Though a Steward may fine a Person for Contempt in the Leet, yet he may not commit any Man to Prison for the same, neither can he take Recognizance to bind a Man to the Good Behaviour, but he may take a Recognizance for the Peace. Co. Inst. 4. fo. 267.

To take a Surrender and grant Land by Copy, is not any Judicial Act; and the admitting of a Copyholder is not any Judicial Act, for there need not be any Suitors there as Judges; and such a Court may be holden out of the Manor, by the Lord's Consent: And this Court may be kept by the Steward or his Deputy, or Servant by his Commandment. 1 Leon. 288. Lord Dacre's Case.

Things of necessity done by one who is but in a reputed Authority, is good, if they come in by Presentment of the Jury; as the Admittance of an Heir upon a Presentment, or Admittance on a Surrender to an Use: But Acts voluntary, as Grants of Copyholds, are not good. If the Steward diminish the ancient Rents and Services, it

is a void Copy : If a Lord command a Steward that he shall not grant such Land by Copy, if he grants it, it is void. *Cro. El.* 699. *Harris and Jay.*

If a Lord Grant a Copy in Fee, having but an Estate for Life, in the Copyhold, no larger Estate shall pass than he himself hath. *Co. of Copyholds, fo. 96.*

If the Lord of a Manor taketh a Wife, and after maketh Copyhold Estates according to the Custom, and dieth; though the Feme hath this Manor assigned unto her for her Dower, yet cannot she avoid the Copyhold Estates, because the Copyholders are in by a Title paramount the Title of the Feme, viz. by Custom. *Co. of Copyholds, 45.*

Of Admittances.

There are three sorts of Admittances, viz. upon voluntary Grants, Surrenders and Descent.

In voluntary Admittances the Lord is only esteemed Custom's Instrument; and if the Lord admits any one contrary to Custom, either in reservation of the Rent or in any other particular, this shall not bind his Heir or Successor; because Custom hath not sufficiently confirmed it.

And as in Admittances upon Surrenders, so in Admittances upon Descents, the Lord is used as a meer Instrument, and no manner of Interest passeth out of him; and therefore neither in the one nor the other is any respect had unto the Quality of his Estate in the Manor; for whether he hath it by right or by wrong, it is not material:

These

These Admittances shall not be called in Question for the Lord's Title, because they are Judicial Acts, which every Lord is enjoined to execute. *Ca. 4. fo. 27. b. Co. 1. Fo.*

140. b.

A Man may not enter upon Lands upon a Surrender before Admittance; But the Heir upon Descent, where there is no Surrender, is to most intents a perfect Tenant of the Land instantly upon the Death of his Ancestor, for he may enter into the Land before Admittance, take the Profits, punish any Trespas done upon the Ground, surrender into the Hands of the Lord to whose Use he pleaseth. *4. Rep. 2. 11.* And when an Heir is admitted upon a Descent, such Admittance amounts in Law to a Grant.

Admittance by the Lord to a wrong Person is void, and in such Case the Lord must make a second Admittance, which must be to the right Person, and he will enjoy the Estate and the first have nothing.

If I surrender with reservation of Rent, and the Lord admits not reserving any Rent, or reserving a less Rent than I reserved upon the Surrender, this Admittance is wholly void: so if I surrender upon Condition, and the Lord omits the Condition, the Admittance is void: for the Admittance must in all respects agree with the Surrender.

If a Copyholder surrender to the use of another, and after the Lord having Knowledge of this, accepts the Rent of *Cestuy que use*, out of Court, this is an Admittance in Law. *Rolle's 1. Abr. 505.*

And

And any Act, implying the Consent of the Lord to the Surrender, shall be deemed a good Admittance.

If the Steward accept a Fine of a Copyholder, it amounts to an Admittance. 3 *Bast.* 237. *Rawlinson and Green's Case*.

The Admittance of Tenant for Life or Years, shall be an Admission of all in Remainder, *per Hale*; and there is no inconvenience in it; for Fines are to be paid by the Particular Remainder: The Estate is bound by the Surrender, and shall go to them in Remainder. *Mod. Rep.* and 3 *Rep.* 29.

The Lord may refuse to admit by Attorney him to whose use a Surrender was made, for that he ought to do Fealty, which he cannot do by Attorney. 9 *Rep.* 76. But if the Lord will admit him by Attorney, it is good.

One Joint-Copyholder may release to his Companion, and be good without Surrender or Admittance; for the first Admittance is for every of them. *Winch.* p. 3.

The Copyholder upon Surrender (if the Lord refuse to admit him) cannot enter without Admittance, nor have an Action unless there be a special Custom to warrant it: But the Party that made the Surrender may have Action on the Case against the Lord for not holding his Court, and admitting him to whose Use the Surrender was made. 26 *El.* *Galloway's Case*. And the Court of Chancery will compel the Lord to admit a Tenant. *Totbil.* p. 65.

All Fines must be reasonable, and are Fines upon either certain or uncertain, according to the Admittance of the Manor: And 'tis Admittance which entitles the Lord to a Fine.

In Case of Descent where the Copyhold Fine is at the Will of the Lord, a Year and a Half's Value of the Land hath been declared a reasonable Fine, and two Years and a Half hath been adjudged unreasonable.

It is a good Custom, that the Copyholder had need to pay a Fine upon every Alteration of the Tenant, either by the act of God, or by the act of the Party. Co. Lit. 59. b. *Armstrong's Case*. And Debt lies for a Fine against the Copyholder by the Lord. *Siderfin. p. 18.*

If the Fine be certain, the Tenant is to bring it with him to the Court, and pay it before Admittance, and if he be not ready to pay it, it is a Forfeiture. *Mors. Byr. Dalton and Hammond. Aliter*, of the refusing to pay an excessive Fine; and if the Fine be uncertain, Notice must be given before there be a Forfeiture.

A Relief is a certain Sum of Money Reliefs, which every Freeholder payeth unto his Lord, being at full Age, on the Death of his Ancestor: It is the Key which opens the Gate to give the Heir free passage to the Possession of his Inheritance; for by Payment thereof he relieves, and as it were raiseth up his Lands again, after they were fallen down.

There

There is Relief Service and Relief-Custom: Relief Service is that which is paid upon the Death of any Freeholder; Relief-Custom is that which is paid upon the Death, Change or Alienation of any Freehold, according to the Custom of the Place: And in many Places it is a Year's Profit of the Lands.

Surrenders.

Surrender is the only way by which Copyhold Lands are to be transferred: For being created by Copy of Court-Roll, it may not be conveyed by any other assurance than Copy of Court-Roll, according to the Custom, and that by Surrender.

The Intent of these Surrenders is, That the Lord may not be a Stranger to his Tenant, so that a Tenant may release or surrender by Deed, to the Lord himself, as the Lord must in such Case know the alienation of the Estate, being made to himself; *Contra*, to any other Person.

If a Copyholder will exchange his Copyhold with another, he cannot do it by an ordinary Exchange at the Common Law, but they must surrender to each others use, and be admitted accordingly.

If a Copyholder will devise his Copyhold, he cannot do it by Will at the Common Law, but he must surrender to the use of his last Will and Testament, and in his Will declare his Intent touching the disposition thereof. But nothing passeth by the Will, and all by the Surrender.

1 *Bul.* 200.

A Surrender (where by a subsequent Admittance, the Grant is to receive its Perfection and Confirmation) is rather a manifesting the Grantor's Intentions, than of passing away any Interest in the Possession; for till the Admittance the Lord taketh notice of the Grantor as Tenant, and he shall receive the Profits of the Lands to his own use, and shall discharge all Services due to the Lord: But yet the Interest is in him but *secundum quid*, and not absolutely; for he cannot pass away the Estate to any other, or make it subject to any other Incumbrance than it was subject to at the Time of the Surrender: Neither in the Grantee is any manner of Interest vested before Admittance; for if he enters he is a Trespasser; and if he surrenders to the use of another, this Surrender is void; yet the Grantee cannot possibly be defrauded of the effect of this Surrender; for if the Lord refuse to admit him, he is compellable to do it by a *Subpoena* in Chancery, and the Grantor is for ever debarred from the disposing of the Land to any other Person.

If a Copyholder languishing in extremity, surrenders out of Court to the use of his Son, in Consideration of natural Love and Affection, &c. and after recovereth his Health before Presentment, this Surrender is revocable; but if it be granted for valuable Considerations, it is not to be avoided.

If a Man to whose use a Surrender is made, dieth before Presentment, Presentment

ment may be made after his Death, and his Heir shall be admitted. *Style*, p. 145.

Every Copyholder by the general Custom may surrender in Court, and need not to alledge any particular Custom therefore, so if out of Court he surrender to the Lord himself, he need not in Pleading alledge any Custom: But if he surrender out of Court into the Hands of the Lord, by the Hands of two or three Copyholders, or by the Hands of the Bailiff, &c. These Customs are particular, and therefore he must plead them. *Co. Lit.* 59. 4.

And if a Surrender be out of Court there must be a Presentment, for in such Case it is not an effectual Surrender till it be presented in Court: And a Copyholder cannot surrender an Estate to another, and leave a particular Estate in himself; and a Surrender cannot begin at a Day to come, nor the effect of it operate *in futuro*, for it must be executed presently.

If a Copyholder of Inheritance takes a Lease by Indenture for Years, by this the Copyhold Estate is gone; and this is a Surrender of his Inheritance: But in Case of the taking a Copy for Life, the Inheritance remains. *Rolle*.

Generally the same Construction which the Law makes upon Words in a Deed, it will make in a Copy; and as well Estates as Descents shall be directed by the Rules of the Law, as necessary consequents, unless there be special Custom to the contrary.

A Stranger may not surrender before Admittance, but an Heir to whom a Copyhold descends or comes in Remainder, may surrender before Admittance, because he is he by Course of Law; for the Custom, which makes him Heir to the Estate, casts the Possession upon him from his Ancestors. But a Stranger to whom the Copyhold is surrendered, had nothing before Admittance, because he is a Purchaser; and the Copy made to him upon his Admittance is his Evidence by the Custom; and before this he is not a Customary Tenant, and so he cannot transfer to another. *Yelo. p. 144. 145. Willes and Weddel. Cro. Jac. 36. Joyner's Case.*

A Tenant out of Court cannot take a Surrender of a Feme-Covert, for that she is secretly to be examin'd by the Steward, unless by special Custom, *Torbill p. 108.*

A Surrender is not countervailing by the Death of the Surrenderor before Presentation, *4 Rep. 29.*

A Copyholder surrenders to the use of a Man in Trust, that he shall hold the Land until he hath levied a certain Sum of Money, and that afterwards he shall surrender to the Use of another: The Money is levied, the Surrendree is required to surrender to the other Person according to the Trust; he refuseth, a Bill is exhibited to the Lord of the Manor to compel him to surrender: Now the Lord may seize and admit the second Person to the Copyhold, as he is Chancellor of his own Court. *1 Lev. 2.*

Vide more of Surrenders under Title Presentments. Heriot

Heriots.

Heriot is a Duty to the Lord, rendered at the Death of a Tenant, or on a Surrender; and is according to Custom, the best Beast or Goods found in the Possession of the Tenant deceased.

There are two sorts of Heriots: Heriot-Service and Heriot-Custom; Heriot-Service is that Heriot which is never due without special Reservation, and is seldom reserved upon any less Estate than an Estate of Inheritance. Heriot-Custom is that Heriot which is never due upon special Reservation, but is challenged upon some particular Custom, and is usually paid upon an Estate for Life, and for Years, as well as upon an Estate of Inheritance.

Where many purchase Land jointly, an Heriot shall not be paid till after the Death of the Survivor; 8 Rep. 105.

It hath been a Question, in our Books, whether the Lord may seize for Heriot-Service; but it is agreed by all that he may seize for Heriot-Custom, and may distrain for Heriot-Service. *Pl. 96. a.*

A Copyhold was held by Rent, and Heriot upon Alienation and Surrender; Copyholder alienor part of his Copyhold to one, and part to another, and retains part in his Hands, and surrenders to the use of the Alienees: *Per Cur.* The Lord shall have an Heriot upon every Alienation; for if they should not be multiplied, it would be in the power of the Tenant to defraud the Lord by Alienation of Parcels: And in this Case the Alienor pays the Heriot, because

10115H

10115H

he continues Tenant, and upon every Aliena-
tion afterwards the Alienees shall pay it.
Palm. 242. Sir Francis Sneyg against Fox
1 Keb. 357.

There are several sorts of Services. Services.

Services of submission are Homage and Fe-
alty, which are certain Ceremonies used
among Tenants, whereby they submit them-
selves unto their Lords, and promise to
become the Lord's Men, and to owe unto
him Faith for the Lands which they hold
of him. These Ceremonies are used at the
first Entrance or Admittance of any Tenant
to enforce him to acknowledge and confess
himself Tenant unto his immediate Lord.

None can do Homage but Tenants in
Fee-simple, or in Tail; but Copyholders,
Tenant for Life or Years are capable of
doing Fealty.

None is capable of receiving Homage
but the Lord himself in Person; but the
Lord's Steward, or his Bailiff is capable to
receive Fealty in the Lord's behalf.

The other Services besides Homage and
Fealty are Services of Profits and Annual
Services and accidental Services: And the
Lord may distrain the Tenants Cattle or
Goods to compel them to perform these
Services.

Distress is a Thing taken and distrained Of Distress.
upon Land for Rent in arrear, Debt or
other Duty, as Customs, Services, &c. and
is inseparably incident to every Service.
1 Inst. 150.

There

There must be a valuable Property of the Thing distrained in some Body; therefore Beasts *feræ naturæ* are not distrainable: And Things privileged *pro tempore*, as an Horse when a Man is riding, or an Axe in a Man's Hand, are not distrainable. 1 Inst. 47.

And Things of other Persons, which are for the benefit of Trade, are not distrainable; as a Horse in a Smith's Shop for Rent of the same Shop; a Suit of Cloaths in a Taylor's Shop, Goods in a common Inn, Goods brought into a Fair or Market to be sold, &c. 1 Rolle's Abr. 663. Cr. El. 549.

Beasts of the Plough and Sheep are not distrainable; And no Goods shall be distrained but the proper Goods of the Party, and not Pledges or borrow'd Goods; nor Apparel. 7 H. 6. fo. 9. 35 H. 6. fo. 25.

Every Thing which is distrained for Rent, must be such as can be rendred in as good Plight as it was at the Time of the Distress taken, so that Sheafs of Corn may not be distrained, but Carts of Corn may, and Sheafs of Corn may be distrained for Damage-fulant. 1 Inst. 47. a.

And *per Stat. 2 H. 8. c. 5.* Sheafs of Corn, &c. may be distrained for Rent.

Fish in a Pond may not be distrained, nor Money cannot be distrained unless it be in a Bag, and then it may; and a Barge was distrained by Prescription, *Dyer* 117. pl. 23.

In Distress for Rent upon a Lease for Years, the Cattle of a Stranger may be distrain-

distrainted, if they were Levant and Con-
chant. 2 Inst. 47.

If a Man seized of a Rent-Charge or
Service for Life, or in Fee, grants this Rent
or Service to another and his Heirs, and
the Tenant attorns, such Grantor is without
remedy for the Rent arrears before his
Grant. 4 Rep. 49. *Owen's Case*.

Demand for the Rent is said not to be ne-
cessary; for the Distress is a Demand.

Knowly for Rent-Charge at Michaelmas,
shall not stop the same Party to distrain
for the Arrears of the same Rent due be-
fore, *Alme in Case of Acquittance*. Sid. 14.
13. Co. 2. B. 2. *Palmer and Eschew*.

For Rent-Charge or Rent-Service, a Man
shall not distrain in the Night, otherwise
of Damage-Felant. And if one comes to
distrain for Rent-Service, and the Tenant
perceiving this, driveth the Distrainer from
the Lands, the Lord may pursue them with-
in view, and take them in whose Lands so-
ever they are. 4 Rep. 66. Pl. 37. 38.

Though one may distrain for Rent-Service,
but on the Land out of which the
Rent issues, yet if Rent-Service issues out of
Lands lying in divers Counties, he may di-
strain for all in one County. 11 H. 6. 7.
But a Distress may not be driven out of the
County where taken. 2 Inst. 106.

A Distress cannot be taken upon the Pos-
session of the King: And a Distress for
Rent may not be taken in a House, unless
the Door be open, but it is said a Distress
may be taken through the Door or Win-
dow. 1 Inst. 572.

No

No Discrep. can be taken for any Self
vice that cannot be reduced into certainty.

Tenant in Dower shall not be distrained
to do suit for the Land which she holdeth
in Dower. Nat. B. 39d. 200112100011

The Lord may refrain for Relief, but
his Executors shall have Debt. 11. Rolle's 150.
66. as you bid it in the 11th and bearing

A Man may distrain for Rines and Amerci-
ciaments which are assessed in a Leet, but
not in a Court-Baron without Prescription,
and may always take the Goods of him
who is so amerced, in whose Soil soever
they are, if it be within the Jurisdiction of
the Court. *Roll's Ab. 166. Co. El. 772.*

If the Lord distrains where nothing is in Arrear, the Tenant shall not have Trespass; but if the Lord command his Bailiff or Servant to distrain, the Tenant shall have Trespass, if he distrains him.

3. If a Noble sovereignty, I may not take the Heir's Dower. For And Can be that, Ifray for default of Escheuer, can not be disfrained. 1 Roll. 664. Byrr 372.

10 If the Tenant chase the Beast, the Lord may pursue for Rent, but not for Damages. Fesant for the Beast must be Damages. Fesant at the Time of the Distress, otherwise the Owner may ransom him. *Plow. 97.*
9 *Re. 66.* A Distress cannot be taken for a Beast.

If Distress be abused, Trespass lies, for
Action on the Case. *1 And. 67. 110. 111.*

Formerly where Lessee for Years held over his Term, or took a new Term, the Lessor might not distrain his Cattle for Rent.

done before his first Term was expired; but he was forced to bring an Action of Debt upon Covenant. This is altered per Stat. Anno 8. Hen. which enacted, That any Person may distrain for Rent in Arrear, after the Term, in the same manner as he might have done before the Term was determined, provided it be done in six Calendar Months after the Term.

All Distresses must be reasonable and not excessive: And he that distrains any Thing that hath Life, must impound it in a lawful Pound; and that is either overt, a common open Pound, and then the Cattle must be sustained at the peril of the Owner; or covert, that is, in some part of his House, and then he that distrained them must sustain them. 1 Roll. 673.

If a Man distrain dead Goods which may receive Damage by bad Weather, and impound them in a Pound, he ought to answer for them: And if a Man take a Cow for a Distress, he may not milk her.

And if Beasts die in a Common Pound, this is at the peril of the Owner; and then a new Distress may be taken, either of a private Pound, though the Door or Gate be left open. Dyer 280.

If Distress be taken of Goods without cause, the Owner may make Rescous before they are impounded; but if they be once impounded, he cannot break the Pound. 1 Inst. 476.

If nothing be in Arrear, and the Lord distrains, the Tenant may make Rescous; or if he be so often distrained that he can-

The Court-Keeper's

not manure his Land, he may have Affine, or make Fiefions; but he may not have Action of Trespass of Arms against his Lord. 4 Rep. 11. 6. in *Dool's Case*.

Before the Distress taken, the Tenant may tender the Arrears upon the Land, and if afterwards a Distress be taken it is wrongful; if he tender the Arrears before the impounding, the Detainer is unlawful: So it is in Case of Damage-Fesant. But Tender of sufficient amends in Trespass before the Action brought is no Bar. 3 Rep. 147. 1 Rep. 76.

Replevin is where any Man distrains another for Rent or other Thing: Then he that is distrained upon, shall have a Writ to the Sheriff (called *Replegiari facias*) to deliver to him the Distress, and shall find Surety to pursue his Action; and if he pursue it not, or if it be found against him, then he that took the Distress shall have again the Distress, and that is called the Return of the Beasts.

Amercia-
ments.
Fines.

Amerciament is a pecuniary Punishment for any Offence committed by the Tenant, imposed by the Steward, on the Presentation of the Homage; for the breach of any By-Law, or for default of doing Suit, or for other Misdemeanours punishable in the Court.

It differs from a Fine in that Amerciaments are incident unto both Court-Less and Court-Baron, and Fines are incident to Court-Less only; and Amerciaments are incident

incident unto all Manors, but Fines are incident to some few Manors only.

Offences committed in the Court or elsewhere, of which the Steward can take sufficient notice without the Assistance of the Homage, are punished by the Steward, nor by the Jurors; And these Punishments thus imposed are termed Fines.

Offences committed out of Court or elsewhere, of which the Steward can by no possibility have Cognizance without the Presentment of the Homage, the power of imposing Punishments for them in such Cases appertaineth to the Jurors of the Leet, and not unto the Steward: And these Punishments thus inflicted are termed Amerciaments.

Amerciaments are to be affected by the Homage, but Fines imposed by the Steward are not.

All Amerciaments and Fines are to be imposed with Discretion and Moderation according to the nature of the Offence committed.

Courts-Leet may fine, but not imprison: some Courts may neither fine nor imprison, but amerce; as Courts-Baron, County and Hundred Courts, they not being Courts of Record; and for Amerciament in the Court-Baron, the Lord shall not distrain without Prescription. But for Fines and all other Amerciaments in the Leet, Distress is incident of common right.

Distress is incident of common right in Courts-Leet, but not in Courts-Baron, County and Hundred Courts.

Present-
ments.

A Presentment is a Denunciation of the Jurors, of an Offence inquirable in the Court.

Presentments of Surrenders out of Court (which may be taken by the Steward according to the Custom, in the presence of two Customary Tenants) are to be presented at the next Court after the Surrender taken, and is to be done by the same Persons as took the Surrender, in all Points material according to the Surrender: And therefore if the Surrender be conditional, and the Presentment be absolute, both the Surrender, Presentment and Admittance thereupon are wholly void.

But if the Steward omitteih any part of the Surrender in the Entry of it in the Roll, upon sufficient Proof made in Court, the Surrender shall not be avoided, but the Roll amended.

If I surrender out of Court, and die before Presentment, if Presentment be made after my Death according to the Custom, this is sufficient: So if he to whose use the Surrender is made dieth before Presentment; yet upon Presentment made after his Death according to the Custom his Heir shall be admitted. 4 Rep. 29. Style 145. *Baker and Denham.*

A Surrender to two jointly, and one dieth before Presentment, the other shall be admitted to the whole.

If those into whose Hands the Surrender is made, die before Presentment; upon sufficient Proof in Court that such a Surrender

render was made, the Lord shall be compelled to admit accordingly: And if the Steward, Bailiff or Tenants into whose Hands the Surrender is made, refuse to present, upon a Petition or Bill exhibited in the Lord's Court, the Party grieved shall have Relief: But if the Lord will not do him right, he may sue both the Lord and them that took the Surrender in the Chancery, and shall not fail of remedy there.

The Custom is, That the Surrender should be presented at the next Court, otherwise it should be void. One surrenders his Copyhold into the Hands of two Tenants out of Court, upon Condition of payment of Money at a certain Day to come, and then to be void; after he surrenders out of Court to the use of a second Person, the Money not being paid on the first at the Time agreed; and then he surrenders to the use of a third Person before the payment at the next Court; The two last Surrenders were presented but not the first, and the Lord grants Admittances severally to these two Persons: *Per Cur.* The second Surrender was good, for nothing by the Surrender out of Court was divested out of him that surrendred, until the Surrender was presented; but he was absolute Owner to bring Trespass or any other Action, and then that not being presented, and the second was presented, the first Surrender was void, and the second was good. *Jones 306. 1 Roll. Abr. 500. Burgess and Spurton.*

Escheats.

Escheat is where Lands fall into the Hands of the Lord for want of an Heir to inherit them: But before the Lord can enter upon an Estate escheated, the Homage ought to present it; and being presented, Proclamation ought to be made to give publick notice, That if any Man come in and make a just Claim, he shall be received: And the Homage finding it clear, intitle the Lord as to Lands escheated.

And there is another sort of Escheat; which is where any Frecholder committeth Felony, and is attainted, the King shall have Year, Day and Waste; and then it cometh to the Lord by Escheat. But where a Tenant is attainted of High Treason, the King shall have the Escheat of whomsoever he held.

After Escheating, Copyhold Land cannot properly be called Copyhold, except it be because there is a Power in the Lord to grant it as Copyhold. And Copyhold escheated may be demised, notwithstanding the Lord's Continuance of it in his Hand above twenty Years, 2 Keb. 213. *Pemh and Stern.*

Estray.

If any Beast, not wild, be found within any Lordship, and not owned by any Man, it is to be cryed according to Law in the next Market-Town, and be not claimed in a Year and a Day, it falls to the Lord by the Common Law. The Estray shall be proclaimed in the two next Market-Towns and two next Market Days, one in the one Town,

Town, and another in the other; and if
 claimed within the Year and a Day, the
 Owner shall have the Estray; but he which
 took it may detain the same till he be sa-
 tisfied for the finding, keeping and pro-
 claiming of the Beasts. *Vid. Stat. 27 H. 8.*
 c. 7.

Waif is where a Felon hath stolen Goods, waif
 and upon Hue and Cry or other Pursuit
 after him, he waiveth the Goods; or where
 the Felon for fear of being apprehended (to
 ease himself of his Carriage, he having the
 Goods with him) flieth and waiveth the
 Goods, that is, casteth them away: In this
 Case the Goods are forfeited to the King,
 or to the Lord of the Manor to whom the
 same is granted.

But yet by the Common Law the Party
 robbed, or Owner of the Goods, shall be
 restored to his Goods again if he make fresh
 Suit after the Criminal, whether he be
 taken or not. And per Stat. 21 H. 8. c. 11.
 If he cause the Felon to be attainted, or
 procure another to give evidence upon the
 Indictment, he shall have the Goods again.

When a Copyholder transgresses any Pe- Of Forfeiture.
 nal Law or Custom, he loseth his Lands or
 Goods, which is called a Forfeiture.

Upon the Descent of any Copyhold of
 Inheritance, the Heir by the general Custom
 is ryed upon three solemn Proclamations,
 made at three several Courts, to come in
 and be admitted to his Copyhold: If he
 faileth to come in, this failure worketh a

Forfeiture, unless he be beyond Sea and cannot have notice of the Death of his Ancestor.

So if a Copyholder be sufficiently warned to appear at a Court and he faileth, this is said to be a Forfeiture, unless he be hindered by Sicknes, overflowing of Waters, or be much in Debt that he fears to be arrested: Then his default is no Forfeiture.

And general warning within the Parish is sufficient; for if the Tenant himself be not resident upon his Copyhold, his Under-Tenant may send notice to him of the Court.

If a Copyholder do not perform the Services due to his Lord, or being in the Court be called and summoned to be sworn of the Homage and refuseth, these are Forfeitures. So if a Copyholder be sworn of the Homage, and then refuseth to present the Articles according to his Oath; this is a Forfeiture. *Dyer 4. B. 211.*

If a Copyholder swear in Court, that he is none of the Lord's Copyholder, or tears in pieces the Court-Roll, and deny his being a Copyholder, or sue a Replevin against the Lord, upon the Lord's lawful Distress for his Rent or Services, these are all Forfeitures.

But a Copyholder speaking irreverent words of the Lord, is no Forfeiture, but fineable only.

If the Lord upon Admittance of a Copyholder (the Fine by the Custom of the Manor being certain) demandeth his Fine, and

the Copyholder denieth to pay such Fine upon demand; this is a Forfeiture. *Cra. El. p. 779.*

But a Fine which by the Custom of the Manor is uncertain, the Copyholder is not bound to pay presently upon demand, though a reasonable Fine be assessed. For he shall have convenient Time to discharge it, if the Lord limits no certain Day for the payment thereof; and if within convenient Time it be not discharged, this is a Forfeiture without presentment; but if the Fine be unreasonable, though it be never paid, it is no Forfeiture. *1 Rolle's Abr. 307.*

If the Lord demandeth his Rent, and the Copyholder being present denies to pay it, this is a Forfeiture; but if the Tenant be not upon the Ground when the Rent is demanded, nor none by his appointment, it is no Forfeiture; unless the Lord continueth in making his Demand upon the Ground, and the Copyholder is still absent, this continual Denial in Law amounteth to a Denial in Fact, and maketh a Forfeiture without Presentment.

If a Copyholder committeth Waste voluntary or permissive, this is a Forfeiture: Voluntary, as if he plucketh down any ancient built House, or if he buildeth any new House, and then pulleth it down again; or if he plougheth up Meadow, whereby the Ground is made worse; or loppeth the Trees, or sellerh the Loppings, or if he cutteth down any Fruit-Trees for Fuel, having other Wood sufficient, these are Forfeitures.

Permissive Waste, as if he suffereth the Roof of his House to rot in the Rain, or the House it self to fall down for want of necessary Reparations; or if he suffereth his Meadow for want of mending his Banks to be surrounded with Water, so that it becomes rushy and worth but little; or his arable Ground to be so surrounded that it becomes unprofitable. These and the like permissive Wastes are Forfeitures.

If the Husband committeth Waste in Copyhold Lands, which he hath in right of his Wife; this is a Forfeiture of the Wife's Copyhold: But if the Copyhold Lands came to the Woman after Coverture, or if a Stranger committeth Waste without the consent of the Husband, this is no Forfeiture though the Wife consented, for a Feme Covert herself cannot make a Forfeiture without Consent of her Husband.

Forfeitures proceeding from Treasons, Felonies, Alienation by Deed, &c. a Presentment of it in Court must be made, because by common presumption the Lord himself cannot have Knowledge of this without notice be given him.

If Husband and Wife be Joint-Copyholders of the purchase of the Husband, during the Coverture, the Husband is attainted of Felony and dieth; it is no Forfeiture of any part of the Copyhold: But if the Purchase be made before the Coverture then it is a Forfeiture of a Moiety.

Livery upon any Conveyance of a Copyhold Estate amounts to a Forfeiture. And if

If a Copyholder accepts a Lease for Years of his Copyhold Lands, the Copyhold is determined; for a Copyhold Interest and an Estate for Years of the same Land, may not stand together in one and the same Person at one Time, without confounding the latter, and the Copyhold being only customary, is less than the Estate at Common Law. And so if the Lord leases a Copyhold for Years which is escheated, the Copyhold is extinct, 2 Rep. 16.

If a Copyholder for Life cuts down Timber Trees, it is a Forfeiture of his Copyhold: But if a Copyholder makes a Lease for Years, which he may do by Licence, and the Lessee cuts down Timber Trees, or commits other Waste, the Lord cannot enter upon the Land for a Forfeiture: But in such Case the Lord is put to his Action upon the Case against the Lessee.

A Copyholder may take House-bote, Hedge-bote and Plough-bote upon his Copyhold Lands of common Right, as a Thing incident to the Grant, if it be not restrained by a Custom, that the Copyholder shall not take it but by Assignment of the Lord or his Bailiff. And if the Lord where the Tenant hath such Botes, cuts down all the Woods and Underwoods which are standing upon the Lands, to prevent the Copyholder of his Botes, he may have an Action of Trespass against the Lord.

An Idiot or Lunatick, or a Man *non sane Memoriae*, though such are able to take a Copyhold, yet are they unable to forfeit

a Copyhold, because they want common Sense and Reason.

So an Infant that is under the Age of Fourteen Years, is unable to forfeit his Copyhold, because he wanteth Discretion: But an Infant at the Age of Discretion may forfeit his Copyhold by Offences which proceed from Contempt, though not by Offences which proceed from Negligence or Ignorance.

As if an Infant come not to be admitted in Court, according to the Custom, at three Proclamations made at three several Courts, or if he will suffer his Houses to run to ruin through negligence only, these are said to be no Forfeitures; but if he denieth from Time to Time to pay the Lord his Rent, or committeth voluntary Waste notwithstanding often warning given him by the Lord, these Acts proceeding from Malice and Contempt are Forfeitures; and so if he committeth Felony or Treason.

In Case of the Forfeiture of a Copyhold, either for Rent or Fine, the Lord must demand the Rent or Fine of the Person of the Tenant before he is intitled to the Forfeiture.

If Tenant permit Waste, and afterwards repair, the Lord may nevertheless enter; for it was once a Forfeiture, and so remains, *per Hicham in Cornwallis's Case.*

Copyhold is demised to two for Life successively, where the Custom is, they may not cut Trees; the first Tenant cuts, it is a Forfeiture to him in Remainder as well as of his own Estate: If a Stranger cuts

cut Trees, or another who occupies at their sufferance, this is a Forfeiture of the Copyhold. *Moor* 149.

The general Custom allows a Copyholder to make a Lease for one Year and no more, and it ought to be in present; and he cannot make one for another Year in Reversion, or any other Lease which may continue for more than one Year immediately, and not to commence at a Day to come, without being a Forfeiture, *Moor* 21. 308. *Jones* 249. *Cro. Jac.* p. 308. *Luttrell* and *Weston*.

But a Copyholder may make a Lease for one Year, and covenant that after the end of that Year, he shall have the same for another Year, and so in this manner *de Anno in Annum* during the space of Ten Years; This is no such Lease as shall make a Forfeiture of his Copyhold Estate, because he hath no lawful Lease but for one Year only. 1. *Bulstr.* 187, 190. *Halmen's Case*.

If a Copyholder makes a Lease for Years, which is a Forfeiture at Common Law; and afterwards the Lord makes a Feoffment or Lease for Years of the Freehold of this Copyhold to another; the Feoffee or Lessee shall not take advantage of it, for the Lease of the Freehold made by the Lord before Entry, is an Assent that the Lessee of the Copyholder shall continue his Estate, and so is in nature of an Affirmance or Confirmation of the Lease, *Owen* p. 63. *Penn* and *Merival*.

If

If a Copyholder let for Years by Licence of the Lord, and after the Lessee makes a Feoffment, this shall forfeit only his Estate, and not the Estate of the Copyholder. 1 Roll. Abr. 509.

If the Lord of a Copyholder for Life, lease the Copyhold for Years, to commence after the end, forfeiture or determination of the Life, and after Tenant for Life commits a Forfeiture by making a Feoffment; if the Lord will not enter for the Forfeiture, the Lessee for Years may. Roll's Abr. 858. *Mere and Ridcals.*

A Copyholder for Life commits Felony, and is arraigned thereof; he in Reversion enters, the Copyholder is pardon'd; the Forfeiture is not to the Lord, but to him in Reversion, because the Estate for Life was determin'd by the Attainder; for a Copyholder in the Eye of the Law is but a Tenant at Will, for by the Attainder he cannot hold an Estate; but of this Determination the Grantee in Reversion shall take the advantage. 3 Lev. 94.

Upon a Forfeiture of a Copyhold, the Lord may grant the Copyhold before Seizure; because this is a Determination of the Will, and is immediately in the Lord as in his Reversion. 1 Lev. 26. 3 Lev. 94.

A Copyholder is not liable to forfeit his Copyhold Estate for Waste, before he is admitted Tenant: And in some Cases Forfeitures may be mitigated by Custom; as for Waste, a Copyholder to be amerced, and not incur a Forfeiture: And sometimes forfeited

forfeited Estates are made good again by the Lord's acceptance of Rent due after the cause of Forfeiture committed, &c.

Waste is a Spoil made in Houses, Woods, Waste Lands, &c. by Tenant for Life or Years, to the prejudice of the Heir, or of him in Reversion or Remainder.

And so strict is the Law in this Case, that the Tenant is obliged to keep his House dry and in repair, although there be no Timber on the Estate; otherwise it is Waste.

If a Tenant shall take away Glass Windows, Wainscot, Doors, &c. from the Freehold, it is Waste, although it was fixed there by the same Tenant.

Converting of arable Land to Wood, Meadow to arable, &c. is Waste, but it is no Waste to suffer Lands to lie fresh and unmanur'd, though they grow full of Thorns.

To dig Mines, Quarries, &c. or for Gravel, Lime, Brick, Clay, Earth, Stones, &c. is Waste, unless it be for Repairs, or that such Things and Privileges are granted by their Leases, neither may the Lord do it on the Tenant's Lands without a particular reservation.

Oak, Ash and Elm are said to be Timber, and lopping of them is Waste, unless they have formerly been lopped: And a Man may cut Timber enough for Repairs only, without committing Waste, but if he sells Timber it is Waste.

Young Timber Trees suffered to be destroyed by Cattle is Waste: And cutting of Fruit-Trees is Waste, if they bear Fruit, and so is also cutting of Wood to burn, where there is sufficient dead Wood; cutting down Timber Trees for firing, when there is enough of other Wood; cutting down for firing, Timber fit for better Uses, or cutting down more for firing than is necessary, is Waste: And cutting of Underwood without there be tall Wood among it, is Waste,

It is no Waste to sell seasonable Underwood which is used to be felled every twenty Years or within that Time.

If a House be uncovered by Tempest, or burn'd down by Lightning, &c. it is no Waste, unless it happens by any default in the Tenant; for if a House be blown down by Tempest, the Lessee is excus'd in Waste, except he covenants to repair; and then an Action of Covenant will lie: And if Lessee for Years covenant expressly to repair a House let to him, and during his Term the House is burn'd down, either by negligence or otherwise, the Tenant by the Law is obliged to repair or new-build it; but a Man is not so obliged by a Covenant in Law, as by an express Covenant.

Action of Waste lies against a Guardian by the Infant within Age. It also lies against Executors. But a Guardian shall not be punished for Waste done by a Stranger, as a Termor shall.

Wife

Wife shall not be punished for Waste committed by her Husband, after his Death.

None shall have an Action of Waste but he who hath an Estate in Fee-Simple or in Fee-Tail, unless it be a Parson, &c. on his Lease.

A Lord may not enter upon his Tenants Lands to cut Timber, dig Mines, &c. without a particular Exception or Reservation; or enclose the Common without the Consent of his Tenants, but will be a Trespasser. But he may enter upon the Waste to cut Trees, dig Mines, &c. at his Pleasure, so as the Highway be not thereby annoyed; for all the Waste is the Lord's, except a way for the King and Subjects.

Precedents

PRECEDENTS relating to
Land-Stewardship, (*viz.*) Chat-
tel-Leases and Freehold-Leases,
with Assignments and Mort-
gages of such Leases, &c.

A Chattel-Lease.

THIS Indenture made, &c.
Between the Honourable A. B.
of, &c. Esq; of the one Part, and
C. E. of, &c. Gent. of the other Part, Wit-
nesseeth, That the said A. B. as well for
and in Consideration of the Surrender of
a former Lease granted by, &c. unto the
said C. E. of the Messuage or Tenement
and Premises herein after mentioned for
the Term of 99 Years, determinable on
the several Deceases of the said C. E. and,
&c. as also for and in Consideration of the
Sum of 100 l. of, &c. to him the said A. B.
in Hand paid by the said C. E. the Receipt
whereof the said A. B. doth hereby confess
and acknowledge, he the said A. B. Hath
demised, granted, and to Farm letten, and
by these Presents doth demise, &c. unto the
said C. E. All that Messuage or Tenement,
&c. containing, &c. situate, lying and being
in, &c. and now or late in the Tenure or
Occupation of the said C. E. his Assignee

or

or Assigns (except, &c. Part of the said
 Messuage; and also all Timber-Trees, and
 young Trees fit and proper to be raised and
 preserved for Timber-Trees, together with
 ther Tops and Shrouds, now standing,
 growing, or being, or which shall hereafter
 stand, grow, or be in or upon the said Pre-
 mises or any Part thereof, with free Li-
 berty to fell, cut down, take and carry
 away the same at all seasonable Times un-
 to the said A. B. his Heirs and Assigns, al-
 ways excepted and reserved) **To have**
and to hold the said Messuage or Tene-
 ment, Lands and Premises above mentioned,
 and every Part and Parcel thereof with the
 Appurtenances, (except before excepted,) **Unto**
the said C. E. his Executors, Admini-
strators, and Assigns, from the Day of the
Date of these Presents, for and during, and
unto the full End and Term of 99 Years from
thence next ensuing, and fully to be com-
pleat and ended, if he the said C. E. M. his
Wife, and C. his Son, or any or either of
them, shall so long happen to live. **Yield-**
ing and paying therefore yearly during the
 said Term, unto the said A. B. his Heirs
 and Assigns the Rent of 10 s. of, &c. at
 and upon the Feasts of the Annunciation of
 the Blessed Virgin Mary and St. Michael the
 Archangel by even and equal Portions;
And doing Suit and Service to and at all
and every the Court and Courts of the said
A. B. his Heirs and Assigns, to be from
Time to Time during the said Term, hol-
den in and for the said Manor of, &c. and
there be ordered and justified in all Things
 touching

touching the said Premises, as other the Tenants of the said Manor for their respective Estates, are, shall or ought to be. And if it shall happen the said yearly Rent of 10 s. to be behind and unpaid, in Part or or in the Whole by the space of 21 Days next after either of the said Feasts or Days of Payment, on which the same ought to be paid as aforesaid, (being lawfully demanded,) and no sufficient Distress or Distresses in or upon the said Premises can or may be found, whereby the same may be levied, That then and from thenceforth it shall and may be lawful to and for the said A. B. his Heirs and Assigns, into the said Messuage or Tenement, and Premises hereby demised with the Appurtenances, to re-enter, and the same to have again, re-possess and enjoy, as in his or their former Right and Estate, any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said C. E. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said A. B. his Heirs and Assigns, That he the said C. E. his Executors, Administrators and Assigns, shall and will well and truly pay or cause to be paid unto the said A. B. his Heirs or Assigns, the said yearly Rent above reserved at the Days and Times, and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents. And also, That he the said C. E. his Executors, Administrators and Assigns, at his and their own proper Costs and Charges, shall and will from Time to Time

Time, and at all Times during the said Term hereby granted, well and sufficiently repair, maintain, sustain, uphold, amend and keep the said Messuage, or Tenement and Premises hereby demised, and every Part and Parcel thereof with the Appurtenances, in and with all Manner of needful and necessary Reparations whatsoever, when and as often as need shall require; and the same so well and sufficiently repaired, maintained, sustained, upheld and kept, at the End, Expiration, or other sooner Determination of the said Term, hereby granted unto the said A. B. his Heirs and Assigns, shall and will peaceably and quietly leave and yield up. And the said A. B. for himself his Heirs and Assigns, doth covenant and grant to and with the said C. E. his Executors, Administrators, and Assigns by these Presents, That (for and under the yearly Rent, Covenants and Agreements, before, in and by these Presents mentioned and contained) he the said C. E. his Executors, Administrators and Assigns, shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage, or Tenement and Premises above mentioned, and every Part and Parcel thereof with the Appurtenances, (except before excepted,) without the Let, Suit, Trouble, Interruption, or Denial of the said A. B. his Heirs or Assigns, or of any other Person or Persons whatsoever lawfully claiming or to claim any Right, Title or Interest, from, by or under him, them or any or either of them. In Witness, &c.

Special

The Collet-keeper's.

Special Reservation of Heriots.

A D also yielding and paying at and upon the Death or Decease of the said C. E. the best Beast or Goods of the said C. E. or in lieu thereof the Sum of, *£*. in Money at the Election of the said H. B. his, *£*. for and in the Name of an Heriot; and also at and upon the Death or Decease of the said M. E. (he dying after the said C. E.) the best Beast or Goods on the Premises, or in lieu thereof the like Sum of, *£*. in Money, for and in Name of another Heriot, and also at and upon the Death or Decease of the said C. E. the Son, *£*.

A Chattel-Lease in Reversion, with Exceptions, Reservation of Heriots and good Covenants.

T H I S Indenture made, *£*. Between W. B. of, *Co*. Esq; of the one Part, and C. F. of, *Co*. of the other Part, Witnesseth, That the said W. B. for and in Consideration of the Sum of, *£*. to him in Hand paid by the said C. F. the Receipt whereof he the said W. B. doth hereby confess and acknowledge, and thereof, and of every Part thereof doth acquit, release, and discharge the said C. F. his Executors, Administrators and Assigns by these Presents, Hath demised, granted, and

and to Farm, letten, and by these Powers
 both demise, &c. unto the said C. J. and
 that Piece or Parcel of Meadow Ground
 consisting, &c. and also all that, &c. &
 more, lying, and being, &c. and now in
 the Possession of A. B. or her Under-tenants;
 and also all Ways, Waters, Water courses,
 Paths, Passages, Easements, Profits, Com-
 mons, and Appurtenances to the said Pieces
 or Parcels of Ground and Premises or any
 Part thereof, now or at any Time here-
 fore, belonging, or appertaining; all which
 said Premises are held by the said A. B.
 for Term of her Life, or of some long
 Term of Years determinable on her Death,
 (Except and always reserved out of this
 present Demise and Grant, unto the said
 W. B. his Heirs and Assigns, all Timber-
 Trees and Trees likely to prove Timber,
 now standing, growing or being, or which
 shall at any Time hereafter stand,
 grow or be, in or upon the said Premises
 or any Part thereof, other than such Trees
 as is herein after mentioned, and also all
 Mines and Quarries of Stones and Stone,
 and all other Mines whatsoever in or upon
 the said Premises or any Part thereof,
 with Liberty to cut down, dig up, and car-
 ry away the same at reasonable Times, be
 the said W. B. his Heirs or Assigns, paying
 unto the said C. J. his Executors, Admini-
 strators and Assigns, such reasonable Da-
 mages as shall be adjudged by two indiffe-
 rent Persons, one to be chosen by the said
 W. B. his Heirs or Assigns, and the other
 by the said C. J. his Executors, Admini-
 strators

Grants and Assigns, and also free Liberty
 of Hawking, Hunting, Fishing and Fowl-
 ing, in and upon the said Premises and
 every Part thereof.) To have and to hold
 the said Pieces or Parcels of Ground and Pre-
 mises above mentioned, with the Appurte-
 nances (except before excepted) unto the
 said C. J. his Executors, Administrators and
 Assigns, from and immediately after the
 Death, Surrender, Forfeiture or other De-
 termination of such Estate of the said A. B.
 as aforesaid, for and during the Term of
 99 Years thence next and immediately en-
 suing and following, and fully to be com-
 plet and ended, if be the said C. J. and
 A. T. of, &c. or either of them shall hap-
 pen so long to live; Yielding and paying
 therefore from and immediately after the
 Commencement of the said Term hereby
 granted, and during the Continuance there-
 of unto the said W. B. his Heirs and Assigns,
 the yearly Rent of, &c. in and upon the
 Feasts of, &c. by even and equal Portions:
 And also yielding and paying at or upon
 the Death and Decesse of each of them
 the said C. J. and A. T. they dying after
 the Commencement of the said Term, and
 successively as they are named in the Ha-
 bendum of these Presents, the Sum of, &c.
 for and in the Name of an Heriot; [If but
 one Life be granted in Reversion, then say,
 The Sum of, &c. on the Death of the said
 C. J. if he shall happen to survive the said
 A. B. &c. for and in the Name of an He-
 riot.] And also yielding, doing and per-
 forming after the Commencement of the
 said

said Term, and during the Continuance thereof, upon reasonable Summons and Warning, Suit, Service and Attendance to and at all and every the Court and Courts to be holden for and within the said Manor of, &c. and to be sworn with the Homage, and be ordered and justified in all Things by such reasonable Orders and Ordinances, as by the Steward, and Homage for the Time being, shall be from Time to Time made and agreed upon, and as other the Tenants of the said Manor are, or ought to be by the Law, Custom and Usage of the said Court and Courts. And also yielding, doing, and performing from Time to Time, and at all Times during the said Term, Suit, Toll, Custom and Service, to and at the Water Grist-Mill of and belonging to the Lord of the said Manor, by grinding all his and their Corn and Grain there. All which Rents, Heriots, Reservations, Clauses and Agreements, which on the Part and Behalf of the said C. J. his Executors, Administrators and Assigns, are and ought to be paid, yielded, done, observ'd, perform'd and kept, be the said C. J. for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise, grant and agree, to and with the said W. B. his Heirs and Assigns, well and truly to yield, pay, do, observe, perform and keep according to the true Intent and Meaning of these Presents. And if it shall happen the said yearly Rent or Sums of Money for Heriots, or any Part thereof to be behind and unpaid

paid in part or in the whole, by the Space of 20 Days next after either of the said Feasts, or Days of Payment whereon the same should, or of right ought to be paid as aforesaid (being lawfully demanded) and no sufficient Distress or Distresses in or upon the said Premises, can or may be found whereby the same may be levied: And if the said C. J. his Executors or Administrators, do or shall alien, let, let, assign or demise the said Premises or any Part thereof to any Person or Persons whatsoever, (other than to or in Trust for the said M. T.) for any longer Time or Term than one whole Year at any one Time, without the special Licence and Consent of the said W. B. his Heirs or Assigns, or of the Steward of the said Manor for the Time being, first had and obtained in Writing under his or their Hands and Seals for the doing thereof, That then, and from thenceforth for either of the Causes aforesaid, it shall and may be lawful to and for the said W. B. his Heirs or Assigns, into and upon the said demised Premises, or into any Part thereof, in the Name of the whole, to re-enter, and the same to have again, repossess and enjoy, as in his or their last and former Estate, Right, Title, and Degree, any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said C. J. for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said W. B. his Heirs and Assigns, That he the said C. J. his Executors, Administrators and Assigns, or some

or one of such, at his and their, or some of
one of their own proper Costs and Charges,
shall and will from Time to Time, and
at all Times during the said Term hereby
granted, (commencing and determining as
aforesaid) well and sufficiently repair and
maintain, sustain, amend, fence, hedge,
ditch, and keep the said demised Premises
in all manner of needful and necessary
Reparations and Amendments whatsoever,
when and so often as need shall require,
(having and using in and upon the said
Premises sufficient Beets for the doing
thereof, if the same be there to be had,
without committing any Waste or Spoil)
And the same being so well and sufficiently
repaired, maintained, sustained, amended,
fenced, hedged, ditched and kept, at the
End, Expiration or other sooner Determina-
tion of the said Term hereby granted un-
to the said W. B. his Heirs and Assigns,
shall and will peaceably and quietly leave
and yield up. And also, That he the said
C. J. his Executors, Administrators or As-
signs shall not, neither will at any Time
during the said Term, do or commit, or
permit or suffer to be done or committed,
any wilful or voluntary Waste, Spoil, or
Destruction, in or upon the said Premises
or any Part thereof. And the said W. B.
for himself, his Heirs and Assigns, both
covenant, promise and grant, to and with
the said C. J. his Executors, Administra-
tors, and Assigns by these Presents, That
he the said C. J. his Executors, Administra-
tors and Assigns, (by and under the yearly

Rent, Heriots, Covenants and Agreements herein before mentioned and contained) shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy the said Pieces or Parcels of Ground and Premises hereby demised, and every Part thereof with the Appurtenances, (except before excepted) for and during the said Term hereby granted, (commencing and determining as aforesaid,) without the Let, Suit, Trouble, Molestation or Interruption of him the said W. B. his Heirs or Assigns, or of any other Person or Persons whatsoever, lawfully claiming or to claim any Right, Title or Interest in or to the said Premises from, by or under him, them or any of them, or from, by or under, &c. deceased. In Witness, &c.

Freehold-Lease.

A Freehold-Lease for three Lives differs from a Chattel-Lease only in this, That the *Habendum* is to the Lessee, his Heirs and Assigns, (and not to Executors, Administrators and Assigns) for and during the natural Lives of him the said C. E. M. his Wife, and C. their Son, and for and during the Life natural of every and either of them longest living; and it is not very usual on these Leases to have Heriots reserved, and in every Covenant the Lessee covenants for himself, his Heirs and Assigns; and the Covenants are generally the same as in the Chattel-Lease, with the Addition of a Let-

ter of Attorney at the End to deliver Possession; for which a Precedent follows:

The Letter of Attorney.

AD the said A. B. hath made, constituted and appointed, and by these Presents doth make, &c. C. D. of, &c. and E. F. of, &c. Genr. to be his true and lawful Attorneys joint'y and severally, for him and in his Name to enter into and upon the said Messuage or Tenement, and Premises hereby demised, or into some Part thereof in the Name of the Whole, and peaceable Possession and Seisin thereof, or of some Part thereof, in the Name of the Whole, to take; and after such Possession and Seisin thereof so had and taken, then the like peaceable Possession and Seisin thereof, or of some Part thereof, in the Name of the Whole, to deliver over unto the said C. B. or to his certain Attorney or Attorneys in that Behalf lawfully authorized, To hold to the said C. D. his Heirs and Assigns, according to the Purport, true Intent and Meaning of these Presents, hereby ratifying and allowing all, and whatsoever his said Attorneys or either of them shall do in the Premises by Virtue of these Presents. In Witness, &c.

An Assignment of a Chattel-Lease.

THIS Indenture made, &c. Between C. E. of, &c. Gent. of the one Part and H. F. of, &c. of the other Part: ~~Whereas~~ in and by one Indenture of Lease bearing Date, &c. made or mentioned to be made between A. B. of, &c. Esq; of the one Part, and the said C. E. of the other Part, he the said A. B. for the Considerations therein mentioned, did demise, grant, and to Farm let unto the said C. E. All that Messuage or Tenement, &c. situate, &c. and then or then late in the Tenure of, &c. and also all Out-houses, &c. (except as in the said Indenture of Lease is excepted) ~~As he had and holden~~ unto the said C. E. his Executors, Administrators and Assigns, from the Day of the Date of the said Indenture, for and during the Term of 99 Years thence next ensuing, and fully to be compleat and ended, if the said C. E. M. his Wife, and C. his Son, or any or either of them should so long happen to live, -at and under the yearly Rent of, &c. and under divers Covenants, Grants and Agreements in the said recited Indenture of Lease contained, as in and by the same Indenture may more fully and at large appear. Now this Indenture witnesseth, That the said C. E. for and in Consideration of the Sum of, &c. to him in Hand paid by the said H. F. The Receipt whereof the said C. E. doth hereby

con-

And under
divers
Covenants,
&c. may
be omitted.

confess and acknowledge he the said C. E. hath granted, bargained, and sold, assigned and set over, and by these Presents doth grant, &c. unto the said H. J. his Executors, Administrators and Assigns, All that the said Messuage, or Tenement and Premises above recited, and every Part and Parcel thereof with the Appurtenances; and also all the Estate, Right, Title, Interest, Possession, Term of Years to come, Property, Claim and Demand whatsoever, of him the said C. E. of, in and to the same, or of, in or to any Part or Parcel thereof, together with the said recited Indenture of Lease. **We have and to hold** the said Messuage, or Tenement and Premises above mentioned (or hereby assigned,) and every Part and Parcel thereof with the Appurtenances, unto the said H. J. his Executors, Administrators and Assigns, for and during all the Rest, Residue and Remainder of the said Term of 99 Years above recited, which are yet to come and unexpired determinable as aforesaid, in as large and ample Manner to all Intents and Purposes, as he the said C. E. his Executors, Administrators or Assigns, have or hath, might, should, or ought to have held and enjoyed the same by Force and Virtue of the said recited Indenture of Lease, or by any other Ways or Means whatsoever. **And** the said C. E. for himself his Executors, Administrators and Assigns, doth covenant and grant to and with the said H. J. his Executors, Administrators and Assigns, That the said recited and assigned

Indenture of Lease is a good and sufficient Lease in the Law, and now is and standeth in full Force and Effect unforfeited and unsurrendred. And also, That he the said C. E. hath done no act to incumber, &c. but now hath in himself good Right, full Power, and lawful Authority to grant and assign the said Messuage or Tenement, and Premises above mentioned, and every Part and Parcel thereof with the Appurtenances, unto the said H. J. his Executors, Administrators and Assigns in Manner and Form aforesaid. And also, That he the said H. J. his Executors, Administrators, and Assigns, shall and may at all Times hereafter, for and during all the Rest and Residue of the said Term of 99 Years determinable as aforesaid, which is yet to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Messuage or Tenement, and Premises hereby assigned, and every Part and Parcel thereof with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said C. E. his Executors, Administrators or Assigns, or any other Person or Persons whatsoever lawfully claiming the said Premises or any Part thereof, by, from or under him, them or any of them, or by his or their Means or Procurement. And further That he the said C. E. his Executors, and Administrators, and all and every other Person and Persons, and his and their Executors and Administrators, any Thing having or claiming in the said Messuage or

Tenc

Tenement, and Premises above mentioned or any Part thereof, shall and will from Time to Time, and at all Times hereafter, upon the Request, and at the Costs and Charges in the Law of the said H. 3. his Executors or Administrators, make, do and execute, or cause or procure to be made, &c. All and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting and assigning of the said Premises above mentioned with the Appurtenances, unto the said H. 3. To hold to him the said H. 3. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 99 Years to come and unexpired, as by the said H. 3. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, or advised and required. In Witness, &c.

To this Precedent might be added a Covenant for the Assignee to pay the Rents and perform the Covenants reserved and contained in the Indenture of Lease assigned, which by the same Indenture on the Part of the Assignor, ought to be paid and performed, and then conclude.

A Mortgage of a Chattel-Lease.

THIS Indenture made, &c.
 Between T. W. of, &c. Gent. of
 the one Part, and A. B. of, &c.
 of the other Part, *Whereas, &c. (Here
 recite the Chattel-Lease.)* Now this Inden-
 ture witnesseth, That the said T. W. for
 and in Consideration of the Sum of, &c.
 to him in Hand paid by the said A. B. (the
 Receipt whereof he doth hereby confess and
 acknowledge) he the said T. W. hath
 granted, bargained and sold, assigned and
 set over, and by these Presents doth grant,
 &c. unto the said A. B. all and singular
 the said Messuage or Tenement, Lands and
 Premises above mentioned, and every Part
 and Parcel thereof with the Appurtenances,
 and also all the Estate, Right, Title, Interest,
 Term of Years, Claim and Demand whatso-
 ever of him the said T. W. of, in and to all
 and singular the said Premises above men-
 tioned, and of, in and to every Part and
 Parcel thereof with the Appurtenances, to-
 gether with the said recited Indenture of
 Lease. *To have and to hold* all and
 singular the said Messuage or Tenement,
 and Premises above mentioned, and every
 Part and Parcel thereof with the Appurte-
 nances, unto the said A. B. his Executors,
 Administrators and Assigns, for and during
 all the Rest and Residue of the said Term
 of 99 Years above recited, which are yet to
 come and unexpired, determinable as afore-
 said.

said. ~~Provided~~ always and upon Condition, That if the said T. W. his Executors, Administrators or Assigns, do and shall well and truly pay or cause to be paid unto the said A. B. his Executors, Administrators and Assigns, the full Sum of, £*s.* in and upon, £*s.* next coming without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, That then and from thenceforth these Presents, and every Thing herein contained shall cease and be void, any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said T. W. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said A. B. his Executors, Administrators and Assigns, That he the said T. W. his Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said A. B. his Executors or Assigns, the said full Sum of, £*s.* in and upon, £*s.* next coming without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. And also, That he the said A. B. his Executors, Administrators and Assigns, shall and may at all Times after Default shall be made in Performance of the Proviso or Condition herein contained, for and during all the Rest and Residue of the said Term of 99 Years determinable as aforesaid, which shall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Messuage

The Court-keeper's

suage or Tenement, Lands and Premisses
 above mentioned, and every Part and Par-
 cel thereof with the Appurtenances, with-
 out the Let, Trouble, Hinderance, Mole-
 station, Interruption or Denial of him the
 said T. W. his Executors, Administrators
 or Assigns, or of any other Person or Per-
 sons whatsoever. And further, That he
 the said T. W. his Executors and Admini-
 strators, and all and every other Person
 or Persons, and his and their Executors and
 Administrators, any Thing having or claim-
 ing in the said Messuage or Tenement, and
 Premisses above mentioned, or any Part
 thereof, shall and will at any Time or
 Times after Default shall be made in Per-
 formance of the Proviso or Condition here-
 in contained, upon the Request of the said
 A. B. his Executors or Administrators,
 make, do and execute, or cause or pro-
 cure to be made, &c. all and every such
 further, and other lawful and reasonable
 Grants, Acts and Assurances in the Law
 whatsoever, for the further, better, and
 more perfect granting and assuring of all
 and singular the said Premisses above men-
 tioned with the Appurtenances unto the said
 A. B. To hold to him, his Executors, Ad-
 ministrators and Assigns, for and during all
 the Rest and Residue of the said Term of
 99 Years above recited, which shall be
 then to come and unexpired, as by the said
 A. B. his Executors, Administrators or As-
 signs, or his or their Counsel learned in
 the Law, shall be reasonably devised, or
 advised and required. And lastly, It
 is

is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That he the said T. W. his Executors, Administrators and Assigns, shall and may until Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly hold and enjoy the said Premises hereby granted with the Appurtenances, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit, any Thing herein contained to the contrary thereof in any wise notwithstanding. In Witness, &c.

Proviso in a Mortgage of a Chattel Lease, that in Case any of the Lives on the Lease die before the Mortgage-Money is paid, the Mortgagee may add other Lives, to be inserted next to the Covenant for future Assurance on Default of Performance of the Proviso.

Provided always, and it is hereby agreed and declared, by and between the Parties to these Presents, That in Case any of the Lives, (on which the said Term is determinable,) shall happen to die, and the said T. W. his Executors or Administrators shall neglect, or upon Request to him or them made by the said

A. B.

The Court-keeper's

A. B. his Executors, Administrators or Assigns, refuse to renew the said Lease, and add one or more Life or Lives in the Room of such Person or Persons so dying; That then and in such Case, it shall and may be lawful to and for the said *A. B.* his Executors, Administrators or Assigns, at any Time or Times after such Neglect and Refusal made as aforesaid, to surrender and deliver up the said recited Indenture of Lease, into the Hand or Hands of the Lord or Lords of the Fee or Fees of the Premises hereby granted and assigned, and to accept and take a new Lease or Leases of the Premises hereby granted, in his own Name for the Term of 99 Years, or any greater Term or Number of Years, determinable on the Death or Deaths of such Person or Persons as he shall name, or to add one or more Life or Lives to the present Lease, in the room of such Person or Persons so dying, and to pay the Consideration-Money for such Renewal or Addition as aforesaid; which new Lease or Leases so to be made, shall not be redeemed or redeemable by the said *T. W.* his Executors, Administrators or Assigns, until he or they shall have fully paid and satisfied the said *A. B.* his Executors, Administrators or Assigns, as well the Sum of £*30*. hereby secured, with the Interest thereof; as also all such Sum and Sums of Money as shall be paid by the said *A. B.* his Executors, Administrators or Assigns, for the Fine or Consideration for such renewal or additional Life or Lives as aforesaid, and all Costs

Costs and Charges thereabout, with lawful Interest for all such Sums and Sums of Money which the or they shall expend therein, any Thing herein contained to the contrary thereof notwithstanding.

*A Mortgage of Copyhold-Lands made by
Virtue of a Copy of Licence.*

THAT *T. B.* of *the one* Part, and *D. E.* of *the other* Part: Whereas the said *T. B.* by Copy of Court-Roll of the Manor of *the* bearing Date *the* doth hold of *the* Lord of the said Manor for the Term of his Life, and the Lives of *the* and the Life of either of them longest living successively, at the Will of the Lord, according to the Custom of the said Manor, one Messuage or Tenement, with the Appurtenances lying within the said Manor, now in the Possession of *the* by and under the yearly Rent of *the* and one Heriot when it shall happen, and by and under all other Rents, Sums and Services therefore due and of Right accustomed: And whereas by the said Copy of Court-Roll, Licence is granted to the said *T. B.* to demise and let the said Messuage or Tenement with the Appurtenances, to any Person or Persons whatsoever for the Term of *21* Years then next following, if they the said *T. B.* or of any or either of them should so long live, so as the said Messuage,

The Court-Keeper's

or Tenement and Premises, be from Time to Time well and sufficiently repaired, and the Rents, Suits and Services therefore due to the Lord, be well and truly rendred and paid, as by the Copy of Court-Roll may more fully appear. Now this Indenture witnesseth, That the said T. B. by Virtue of the said Licence and Authority in and by the said Copy of Court-Roll granted as aforesaid; and in Consideration of the Sum of, &c. to him in Hand paid by the said D. E. the Receipt whereof he doth hereby acknowledge be the said T. B. Doth demise, granted, and to Farm letten, and by these Presents doth demise, &c. unto the said D. F. All that the said Messuage, or Tenement and Premises above mentioned to be granted in and by the said Copy of Court-Roll, and every Part and Parcel thereof with the Appurtenances, and also all Ways, &c. To have and to hold the said Messuage, or Tenement and Premises, hereby granted, or mentioned or intended to be hereby granted, with the Appurtenances, unto the said D. F. his Executors and Assigns, from, &c. last past, for and during the Term of 21 Years from thence next ensuing, and fully to be compleat and ended, if he the said T. B. &c. or any or either of them shall so long happen to live; Yielding, paying, doing, and performing during the said Term, all the Rents, Heriots, Suits, Services, and Customs, which shall become and grow due for the same, and which by the said T. B. &c. or either of them, are, or should or ought to be from time

to time paid, done, rendred and performed,
 Prohibited always and upon Condition,
 That if the said T. B. his Heirs, Executors
 or Administrators, do well and truly pay
 or cause to be paid unto the said D. F. his
 Executors, Administrators or Assigns, the
 full Sum of, &c. in manner following (that
 is to say) The Sum of, &c. part thereof at
 or upon, &c. next coming, the Sum of, &c.
 more other part thereof, at or upon, &c.
 then next following. And, &c. the re-
 mainder and in full payment thereof at or
 upon, &c. which will be in the Year of our
 Lord, &c. without any deduction, defal-
 cation or abatement, for or upon Accompt
 of any Taxes, Charges or Impositions
 whatsoever, as well ordinary as extraordi-
 nary, That then and from thenceforth these
 Presents and every Thing therein contained,
 shall cease, determine and be void. And
 then and from thenceforth it shall and may
 be lawful to and for the said T. B. or
 such Person to whom the Premises shall
 descend, according to the Custom of the
 said Manor of, &c. To have, hold and
 enjoy all and singular the said Premises
 above-mentioned, with the Appurtenances,
 and receive the Rents and Profits thereof,
 as in his or their first and former Right and
 Estate, any Thing therein contained to the
 contrary thereof in any wise notwithstand-
 ing. And the said T. B. for himself, his
 Heirs, Executors and Administrators, doth
 Covenant and Grant to and with the said
 D. F. his Executors, Administrators and
 Assigns :

The Court-keeper's

Assigns, That he the said T. B. his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said D. F. his Executors or Administrators, the said Sum of, &c. at and upon the several and respective Days and Times before limited and appointed for the payment thereof, without any deduction as aforesaid, according to the true intent and meaning of these Presents. And also, that he the said T. B. now is true and lawful Owner of the said Messuages or Tenement and Premises above-mentioned, with the Appurtenances. And that by virtue of the said recited Copy of Court-Roll and Licence therein and thereby granted, he the said T. B. hath in himself, good Right, full Power and lawful Authority to demise and grant the said Messuage or Tenement, and Premises, with the Appurtenances, unto the said D. F. his Executors, Administrators and Assigns, for and during all the said Term hereby granted, determinable as aforesaid, in manner and form aforesaid. And also, that he the said D. F. his Executors, Administrators and Assigns, shall and may at all Times after default shall be made in performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Messuage or Tenement, and Premises above-mentioned, with the Appurtenances, for and during the Remainder of the said Term hereby granted, determinable as aforesaid, which

which shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said T. B. or the said, &c. or either of them, their or either of their Executors, Administrators or Assigns; and of all and every other Person and Persons whatsoever. And further, That he the said T. B. his Heirs, Executors and Administrators, and all and every other Person and Persons, and his and their Heirs, Executors and Administrators, any Thing having or claiming in the said Premises above mentioned, or any part thereof, shall and will at any Time or Times after default shall be made in performance of the Proviso or Condition aforesaid, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect and absolute granting and assuring of all and singular the said Premises abovementioned, with the Appurtenances, unto the said D. R. his Executors, Administrators and Assigns, for and during all the rest and residue of the said Term hereby granted, which shall be then to come and unexpired, absolutely freed and discharged of and from the Proviso or Condition aforesaid, and of and from all benefit and equity of Redemption of the said Premises, by virtue or colour thereof, or otherwise howsoever, as by the said D. R. his Executors, Administrators or Assigns,

or

The Court-keeper's

of his or their Counsel learned in the Law shall be reasonably devised or advised and required. (Here add the usual Covenant for the Mortgagor to enjoy, until default in performance of the Proviso) In witness, &c.

A Freehold Lease for Three Lives absolute, may be likewise mortgaged by Demise for Ninety nine Years, if the Three Lives so long live.

A Mortgage of Lands held by Freehold Lease for Three Lives absolute, made by way of Lease and Release, with power for the Mortgagee to renew, &c.

THIS Indenture made, &c. Between T. H. of, &c. Gent. of the one part, and J. E. of, &c. of the other part. Whereas the said T. H. stands seized to him and his Heirs for his own Life, and the Lives of, &c. of and in all that Messuage or Tenement, and, &c. situate, &c. with all manner of Houses, Edifices, &c. to the said Messuage or Tenement belonging, or in any wise appertaining, or with the same now or at any Time heretofore demised, occupied or enjoyed (except, &c.) under the Yearly Rent of, &c. as by the Lease thereof, bearing date, &c. made and granted by, &c. may appear.

pear. Now this Indenture Witnesseth,
That the said T. H. for and in Consideration
of the Sum of, &c. to him in Hand paid
by the said J. E. The Receipt whereof he
doth hereby acknowledge, he the said T. H.
Hath granted, bargained and sold, assign-
ed, released and confirmed, and by these
Presents doth grant, &c. unto the said J. E.
(in his actual Possession now being, by virtue
of a Bargain and Sale to him thereof made,
for one whole Year, by Indenture bearing
date the Day next before the Day of the
date of these Presents, and by force of the
Statute for transferring of uses into Pos-
session) and to his Heirs and Assigns, All
and singular the said Messuage or Tenement,
Hereditaments and Premises above-men-
tioned, and every part and parcel thereof,
with the Appurtenances, and the Rents, Re-
versions, Remainders and Services thereof.
And also all the Estate, Right, Title, In-
terest, Claim and Demand whatsoever, of
him the said T. H. of, in and to the said
Messuage or Tenement, and Premises a-
bove-mentioned, and of, in and to every
part and parcel thereof, with the Appur-
tenances. To have and to hold all and
singular the said Messuage or Tenement,
Lands and Premises above-mentioned, and
every part and parcel thereof, with the Ap-
purtenances, unto the said J. E. his Heirs
and Assigns: To the only proper use and
behoof of the said J. E. his Heirs and
Assigns, for and during the natural Lives
of the said T. H. &c. and for and during
the

the Life of the longest Liver of them. **Pro-**
vided always and upon Condition, that
 if the said T. H. his Heirs or Assigns,
 do and shall well and truly pay or cause to
 be paid unto the said J. B. his Executors,
 Administrators or Assigns, the full Sum of,
 £r. in and upon the, &c. next coming,
 without any deduction or defalcation for
 Taxes, Assessments or any other Impositi-
 ons whatsoever, either ordinary or extra-
 ordinary. That then and from thenceforth
 these Presents, and every Thing herein con-
 tained, shall cease and be void, any Thing
 herein contained to the contrary in anywise
 standing. And the said T. H. for himself,
 his Heirs and Assigns both covenant and
 grant to and with the said J. B. his Exe-
 cutors, Administrators and Assigns, (Here
 insert a Covenant to pay the Money, a Co-
 venant for peaceable Enjoyment after de-
 fault in performance of the Proviso, and
 for future assurance of the Premises, for
 and during all the vest and residue of the
 said T. H.'s Estate, Term and Interest there-
 in, which shall be then so come and unex-
 pired. And also, that the said T. H. shall
 enjoy until default in Payment of the Mo-
 ney.) **Provided** always, and it is hereby
 further agreed and declared by and be-
 tween the said Parties to these Presents, That
 in Case it shall happen that one or more
 of the Lives on which the Estate hereby
 granted is determinable, shall happen to
 die before the principal Money hereby se-
 cured, and the Interest thereof shall be sul-

ly paid and satisfied. And the said T. H. his Heirs or Assigns shall neglect, or upon request to him or them made, refuse to renew his or their Estate and Interest in the said Premises, and add one or more Life or Lives in the room of the Person or Persons so dying, and subject such new Estate to the payment of the principal Money hereby secured and the Interest thereof, or shall permit the said Yearly Rent of, &c. or any part thereof to be behind and unpaid, and thereby suffer the Lord of the Fee of the said Premises to enter thereupon, or bring, or prosecute any Action or Suit for the same; That then and in any of the said Cases, it shall and may be lawful to and for the said J. E. his Heirs or Assigns, to pay off and discharge all such Arrears of Rent as shall be then unpaid; and also to contract or agree with the Lord or Lords of the said Premises for the Time being, for renewal of such Estate and Addition of one or more Life or Lives in the room of such Person and Persons so dying, and take a new Lease or Grant of the said Premises in the Name of the said J. E. his Executors or Administrators; and for such Life or Lives as he or they shall think fit, in the room of the Person or Persons so dying, which Estate so to be renewed and taken, shall not be redeemed or redeemable by the said T. H. his Heirs or Assigns, until he or they shall have fully paid and satisfied unto the said J. E. his Executors, Administrators or Assigns, as well

The Court-Keeper's

well the Money by him paid for Arrears of Rent, and for such renewal, with the Interest thereof, and Charges thereabout, as also the said, &c. now lent, with all Interest due or to grow due therefore. In Witness, &c.

F I N I S.



THE TABLE.

A	Adjournment of Courts,	Page 14
	Admittance of Tenants upon Grants published in Court,	16
	Admittance in Court after the Death of a Life, (the words of)	18
	Admittances of the next Lives, (Precedents of)	54, 56, 64, 65, 84, 85
	Admittances of Copyholders in Fee,	102, 103, 104, &c.
	Admittance by Guardian,	103
	Alienation of a Freehold presented,	118
	Admittance by Attorney,	119
	Authority of the Lord and Steward,	151
	Of Admittances with Cases and References thereupon,	154, &c.
	Of Amerciaments,	168
	An Assigment of a Chattle-Lease,	83

C. Courts

The TABLE.

C

Courts called,	1
Constable sworn to present Offences in Court,	2
Constable sworn in his Office,	15
Charge in the Court-Leet,	6, &c.
Charge in the Court-Baron,	10
Courts adjourned,	14
Courts discharged,	19
Condition to deter a Man from Fishing or Fowling,	24
Condition for payment of a Heriot,	25
Consent of the Lord of a Manor for erecting a Couage,	32
Constable not appearing at Court, ordered to be sworn in his Office by a Justice of Peace,	ibid.
Contracts entered,	40
Court-Roll,	43
Court-Leet and Court-Baron of a Manor Sued out upon Lives, entered in the Roll,	50
Court-Leet of a Hundred and Court-Baron entered together,	62
Court-Leet of a Manor held for a Guardian in the Minority of the Lord,	71
Court-Baron held by it self, with variety of Presentments,	74
Court-Baron of a Manor, or Prebendary with Special Presentments, Surrenders, Grants with Exceptions,	82
Court-Baron held on purpose to grant an Estate, &c.	92
Copies of Court-Roll,	94, 96
I	Court



THE TABLE

Court-Baron relating to Copyholds of Inheritance. Page 97

Another Court-Baron in a Manor where the Estates are Copyholds of Inheritance, 113

Court-Leet, what and its nature, 138

Court-Baron, its Original, &c. 139

Copyholder and his Estate, 142

Of Customs of Copyhold Estates, 143

D

DEATHS of Copyholders, for Life and in Fee, and of Freeholders, presented, 55, 83, 99, 102, 104, 118

Of Distress, 163, &c.

E

ESTREATS of Amerciaments in the Court-Baron, 159

Entries in the Minute-Books, Counter-Books and Court-Roll, 33, 40, 50, &c.

Escheats, 172

Esday, 172

F

FINES upon Admittances, 157

Fines imposed by the Steward, &c. for Offences, 75

Of Forfeitures of Copyhold Estates, with Cases, &c. 77, &c.

G

GRANTS of Copyholds published in Court, 18

L

Grant

THE TABLE

Grant of a Copyhold Estate for Lives,	Page 58
Another,	ibid
Grant of a Copyhold for Lives in Reversion,	59
Grant in Reversion to two Persons,	60
Grant where there are several Lords,	79
Grant of a Copyhold for Lives with a Proviso,	80
Grant of a Copyhold for Lives in Reversion,	86
Grants of Copyholds from several Lords for four or five Lives, with Exceptions, Licences to demise,	87
Of Grants, and who may be Grantors and Grantees of Copyholds, and what Lands may be granted,	147

H

OF Heriots,	162
-------------	-----

LETTER of Attorney for a Stranger to surrender Copyhold Lands,	20
Licence given a Tenant to let his Tenement,	23
Livery of Seisin, the Words and Endorsement on the Lease,	29
Licence to demise Copyhold Estates,	57
Licence to demise for Twenty one Years,	ibid
Licence to demise a Copyhold for Ninety-nine Years, if the Lives so long live,	81
Legacy	

THE TABLE.

Legacy being paid, a presentment of,	115
Lord, his Power and Authority,	151
A Chattel-Lease, Precedent of,	184
Chattel-Lease in reversion with Exceptions,	
Reservation of Heriott, &c.	188
A Freehold-Lease for three Lives,	210

M

Mortgage of a Leasehold Estate, by way of Indorsement,	27
Minute-Books, the Method of entring	
Court-Leet and Court-Baron in,	39
Manor, what, and its Original, &c.	141
A Mortgage of a Chattel-Lease, with Provision for the Mortgaged to renew,	263
Mortgage of Copyhold Lands made by virtue of a Copy of Licence,	205
Mortgage of Lands held by Freehold Lease for Three Lives absolute,	210

O

OATHS of the Jurors in Court-Leet and Court-Baron,	45
Oath of the Constable,	15
Oath of the Tithing-Man,	ibid.
Oath of a Leather-seacher,	ibid.
Oath of Assurers,	16
Oath of Fidelity taken by the Tenant to the Lord on his Admittance,	18

P

PROCEEDINGS in the Court-Leet and Court-Baron during the Time of keeping those Courts,	19
--	----

THE TABLE.

Proclamation of the Court-Leet and Court-Baron,	1, &c.
Presentments in Court taken of the Juries,	14, 16
Precept from the Steward to the Bailiff, to warn a Court,	19
Petition to the Justices of Peace for setting up a Cottage,	31
Purchase of Estates, usual rates, &c.	44
Presentments in the Court-Leet,	51, 63
Presentments in the Court-Baron,	53, 54
Presentments of the Deaths of Copyholders for Life, and Admittances upon it,	53, 54, 63, 83
Presentments of the Death of Copyholders in Fee, and Admittance upon it,	99, 101
Presentment of the Death of Freeholders, and Admittance of the next Heirs,	101, 117
Proclamations, the first, second and third for Copyholders in Fee, to appear and be admitted Tenants on the Deaths of Lives, and on Surrenders, &c.	101, 102, 116
Of Presentments with Law Cases, &c.	170
R	
RESIANT Rolls called over in Court,	3
Return of Juries,	3, 4
Recovery in Court-Baron,	134
Reliefs,	137
Special reservation of Heriots in a Charter-Deafe	188
	S. Sur-

The TABLE.

S

S urrenders how taken in Court,	16
Surrender of a Copyhold Estate taken out of Court,	26
Surrender of a Leasehold Estate by Indorsement,	27
Selling of Estates and stating them out on Lives, the Methods, usual Rates, &c.	44
Survey of Tenants Leases and Copies taken at a Court of Survey,	45
Surrenders of Copyhold Lands in Court, separate,	58, 66
Surrender of a Copyhold for Lives, and Re-grant,	59
Surrender of a Copyhold for Lives, made by virtue of a Letter of Attorney, and a new Grant upon it,	66
Surrender of a Copyholder (admitted Tenant in right of his Wife) and a new Grant and Admittance thereupon in her right,	68
Surrender and new Grant of a Copyhold for Lives, with a Licence to demise for Twenty one Years,	69
Surrender and new Grant of a Copyhold for Lives,	78, 79
Surrenders in Court,	86
Surrender of the reversion of a Copyhold for Lives, with a new Grant in Reversion, Exceptions, &c.	89
Surrender of a Copyhold for Lives by Attorney, and a new Grant with Licence to demise,	90
Sur-	

The TABLE

Surrender of a Copyhold in Fee in Court, and Admittance,	106
Surrender of a Copyhold in Fee out of Court, and Admittance in Court,	107
Surrender of a Copyhold in Fee in Court,	108
Surrender of a Copyhold in Fee, and the Person to whom made admitted per Guardian,	109
Surrender to a Stranger and Admittance up- on it, according to the effect of the Sur- render,	ibid.
Surrender and Re-grant, with Admittance to the Surrenderer for Life and Remain- ders over,	110
Surrender of Lands to several Uses in Con- sideration of a Marriage,	111
Surrender upon Condition recited, and ac- knowledgment of the Conditions being perform'd,	116
Surrender of a Man and his Wife to the use of two Persons to hold by Moieties,	120
Surrender and Release in Consideration of a Sum of Money, and Admission thereupon,	121
Surrender upon Condition to be void on payment of a Sum of Money,	122
Surrender upon Condition recited, and the Condition performed, and a fresh Sur- render upon Condition to another, for the use of a third Person,	123
Surrender upon Condition made by a Man and his Wife, of a Copyhold,	123
Surrender upon Condition to pay Sums of Money at several Days,	ibid.

The TABLE.

Surrender on Condition to pay a Sum of Money without abatement for Taxes, &c.

127

Surrender of a Reversion on Condition presented, and the Condition not being performed, the Surrenderee is admitted Tenant,

128

Surrender made in Consideration of a Marriage and a Marriage-Fortune, by the Husband, to the use of himself for Life, Remainder to his Wife for Life, Remainder to his Heirs on her Body, Remainder to his right Heirs, on Condition to pay a Sum of Money to such Person as he shall by Writing direct, within a Year after his Death,

129

Surrender to the use of the last Will and Testament,

131

Presentment of a Surrender of Lands to a Man and his Wife for their Lives, and afterwards to the use of the last Will, and such Persons as he shall thereby give the same, with Admittance in pursuance of the Will after the Death of the Surrenderor,

ibid

Surrender to the use of a Man's last Will, and the last Will recited, and Admittance, and a fresh Surrender and Admittance on the Conditions mentioned in the Will,

132

Statutes extending to Copyhold Estates,

146

Steward, his Authority, &c.

151

Of Surrenders with Law Cases, Services,

158, &c.
163

The TABLE

Sheweth on Condition to pay a Sum of Money without Interest for Taxes, &c.

Tithing-Man sworn to present Offences,
sworn in his Office,
Title of Courts entred,

Warrant of Attorney from a Lord
of a Manor to a Steward to keep
Courts,

Warrant of Attorney or Deputation to a
Bailiff of a Manor,

Warrant from a Lord of a Manor to his
Game-Keeper,

Warrant from the Steward to the Bailiff to
assign Timber-Trees for Repairs,

Warrant to levy Amerciaments,
Of Waifs,

Of Waste, &c.

F I N I S

Printed by J. Sturges, at the Sign of the Crown, in St. Pauls Church-yard.

And the said Will recited, and Administered

and a fresh Surrender and Administered on

the Conditions mentioned in the Will

178. 6d.

168



1000